

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES June 23, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

Matthew O'Callaghan, Arts Commission
Tanner Thompson, Bike Walk Commission
Denise Brown, Oak Hills Park Authority
Tamara A. Shockley, Planning Commission
Mark Jackson, Historical Commission

REAPPOINTMENTS:

Nori A. Grudin, Arts Commission
Brian Kaspr, Arts Commission
Janet Evelyn, Arts Commission
Judson R. Aley, Bike Walk Commission
Colin J. Grotheer, Bike Walk Commission
Fran DiMeglio, Planning Commission
Mary Peniston, Planning Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. HEALTH AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement on behalf of the Fire Department to Seagrave Fire Apparatus LLC for the purchase of a 100 foot ladder truck. Not to exceed \$1,350,000. Account number 0920310 5777 C0437

2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Motorola Solutions, Inc. for the supply, installation, and service of radio system dispatch console equipment for the Police and Fire radio system, pricing as per State of Connecticut Master Contract #A-99-001 and # 967-A-23-0338C, for an amount not to exceed \$895,184; from Account # 09203620 5777 C0638 and remainder from Account #01013071 5262.

2b. Authorize Chief Thomas Kulhawik to execute change order(s) to the above agreement for the amount not to exceed \$32,743. Account #09203620 5777 C0638 and 01013071 5262.

B. PLANNING COMMITTEE

1. Approve the amended PY45 Annual Action Plan (AAP) and Citizen Participation Plan for the inclusion of CDBG-CV funds and authorize the Mayor to execute any and all documents associated with the amended PY45 AAP to HUD and all documents consistent with the amended PY45 AAP.
2. Authorize the Mayor to submit waiver requests related to the CARES Act/CDBG-CV program to HUD on behalf of the affected persons as identified by the CDBG-CV Public Disclosure forms.
3. Approve the amended land disposition and development agreement ("LDA") by and between the City of Norwalk, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC, dated November 14, 2007 (as amended), and the proposed amendment to the loan recognition agreement ("LRA"), by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City Norwalk, Citibank, N.A., dated November 14, 2007 (as amended); and authorize the Mayor to execute any and all documents associated with the amended LDA and LRA as necessary to allow for the proposed development by Municipal Holdings, LLC to complete the Phase I construction of the Wall Street Place Project.

C. PUBLIC WORKS COMMITTEE

1. Approve the request for the Honorary naming of the portion of Chestnut Street from Monroe Street to Merritt Place to Officer Cesar Ramirez Drive.
2. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the Woodard & Curran Agreement dated August 12, 2019 to provide on-call professional engineering services for the Storm Drainage System Evaluation in accordance with scope of services Task Order 1E "Dreamy Hollow Drainage System Improvements" dated July 1, 2020 (copy of included) for a sum not to exceed \$578,886.00.

Account No. 09 19 4027 5777 C0425
 09 20 4027 5777 C0425
 09 21 4027 5777 C0425

- 3a. Technical Correction of the Common Council Action of March 12, 2019, Item VII.C.4 to add accounts designated for the repaving of the Fire House Apparatus Maintenance Building Parking Lot located at 100 Fairfield Avenue, account number: 09 16 3110 5777 C0509.

- 3b. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$4,538,688.50.

Account No. 09 18 4021 5777 C0021
 09 19 4021 5777 C0021

09 19 4027 5777 C0302
09 18 4021 5777 C0503
09 17 4021 5777 C0515
09 19 6030 5777 C0472
09 19 6310 5777 C0186
09 19 6310 5777 C0092
09 19 6310 5777 C0132
09 12 4021 5777 C0504
09 16 4021 5777 C0232
03 00 00 2602
01 41 50 5298
09 18 6030 5777 C0588
09 19 6030 5777 C0588
09 20 6030 5777 C0588
09 16 3110 5777 C0509

3c. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Deering Construction, Inc. for Project PM2019-1 Pavement Management Program for a sum not to exceed \$453,868.85

Account No. 09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 19 4027 5777 C0302
09 18 4021 5777 C0503
09 17 4021 5777 C0515
09 19 6030 5777 C0472
09 19 6310 5777 C0186
09 19 6310 5777 C0092
09 19 6310 5777 C0132
09 12 4021 5777 C0504
09 16 4021 5777 C0232
03 00 00 2602
01 41 50 5298
09 18 6030 5777 C0588
09 19 6030 5777 C0588
09 20 6030 5777 C0588
09 16 3110 5777 C0509

4a. Technical Correction of the Common Council Action of December 10, 2019, Item VII.A.1 to add accounts designated for LED Street Light conversion Design, account number: 09 20 4031 5777 C0647.

4b. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 01 40 30 5258
09 20 4031 5777 C0647

5. Discuss and vote to schedule a Public Hearing to increase the fee for Acceptable Solid Waste from \$85/Ton to \$90/Ton to be set by the Department of Operations and Public Works Fee Schedule. The Public Hearing is scheduled for Tuesday, August 4, 2020 at 7:00 P.M. by Video Conference and Teleconference.

6. Authorize the Mayor, Harry W. Rilling, to execute a right of access and entry agreement with Yankee Gas Services Company - DBA Eversource Energy - to use the property located at 102 New Canaan Ave for the flare location as part of the activation of a 12" steel gas main located on Rt. 123.

7a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$2,749,668.00.

Account No. 09 20 4021 5777 C0318
09 20 4120 5777 C0649
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

7b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$274,966.80.

Account No. 09 20 4120 5777 C0649
09 20 4021 5777 C0318
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

8a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:

1. Certain piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc;

2. Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc.

8b. Referral of item 9a to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. §8-24.

9. Authorize the Mayor, Harry W. Rilling to concur with Project Authorization Letter for State Project 0102-0350 Norwalk River Valley Trail – Phase 2 and to provide a demand deposit of \$40,062 to the State of Connecticut.

Account No. 09 16 4021 5777 C0407

10. Authorize the Purchasing Agent to issue a purchase order to C.N. Wood of Connecticut, LLC, for the purchase of one (1) Vactor 2100 Plus Vacuum Truck not to exceed \$537,342.80.

Account No. 09 21 4031 5777 C0313

D. RECREATION, PARKS AND CULTURAL COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute Addendum No. 1 with Land-Tech Consultants, Inc. for the Design Services for Project No. 3860 West Rocks Middle School Athletic Field Design Services, dated January 10, 2019, for a sum not to exceed \$32,300.00 for Surveying and Construction Administration services. Account #'s 09206030-5777-C0631, 09216030-5777-C0631.

2a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Field Turf USA, Inc. (Sole Source) for the Synthetic Turf Surface at West Rocks School Proposed Soccer Field Complex for a sum not to exceed \$443,088.00. Account #'s 09206030-5777-C0631, 09216030-5777-C0631.

2b. Authorize the Director of Recreation and Parks to execute change order on contract with Field Turf USA, Inc. (Sole Source) for the Synthetic Turf Surface at West Rocks School Proposed Soccer Field Complex for a sum not to exceed \$44,308.00. Account #'s 09206030-5777-C0631, 09216030-5777-C0631.

3. Authorize the Purchasing Agent to issue a purchase order to C.N. Wood of Connecticut, LLC for the purchase of one (1) Trackless MT7 Articulating Tractor and V-Plow attachment not to exceed \$130,955.00. Account #'s 09186030-5777-C0486, 09196030-5777-C0486.

4. Authorize the Mayor, Harry W. Rilling, to enter into an Agreement with M.E. O'Brien & Sons (Sole Source) State Contract #17PSX0081 for the purchase and installation of Play Equipment and Engineered Woodfiber Safety Surfacing at Tracey Elementary School for a sum not to exceed \$119,198.00. Account #'s 09206030-5777-C0364, 09216030-5777-C0364.

5. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with M.E. O'Brien & Sons (Sole Source) State Contract #17PSX0081 for the purchase and installation of Play Equipment at Silvermine Elementary School for a sum not to exceed \$147,983.00. Account #'s 09206030-5777-C0364, 09216030-5777-C0364.

6. Authorize the Mayor, Harry W. Rilling, to execute Addendum No. 1 with FGB Construction Company for Project DPW RNP2020-1 Nathan Hale Middle School Bathroom – Concession Building Site Work for a sum not to exceed \$67,570.00. Account #014150-5585.

E. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into a contract with the Norwalk Board of Education and Durham Student Services, L.P. to sublease 334 Wilson Avenue, Norwalk, Connecticut for a term conterminous with the "Agreement for Type I and Type II Student Transportation Service by and between the Norwalk Board of Education and Durham School Services L.P." dated May 18, 2020, which, absent extension, ends on June 30, 2025.

2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreements with Stewart Mechanical Services, Inc. for the Roton Middle School Portable Air Conditioning and Electrical Upgrade – Phase 2 Project for a total not exceed \$394,000. Funds are available in Acct. #09205010 5777 C0652.

2b. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$39,400. Funds are available in Acct. #09205010 5777 C0652.

3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreements with Salamone & Associates, P.C. for the Norwalk Public Schools Oil Tank Replacement Project for a total not exceed \$106,670. Funds are available in Acct. #0921 5010 5777 C0789.

3c. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$10,700. Funds are available in Acct. #0921 5010 5777 C0789.

4a. Authorize the Purchasing Agent to issue a Purchase Order to Precision Placement LLC. for moving services for the Jefferson Elementary School renovation and improvement project for a total not to exceed \$55,230. Funds are available in Acct. #09195010 5777 C0619.

4b. Authorize a contingency allowance for a total not to exceed \$5,500.

5. Authorize the Office of Building Management to increase the Purchase Order with William B. Meyer, Inc. for moving services for the Ponus Ridge School Addition and Alterations project for a total not to exceed \$20,000.00. Acct. #09185010 5777 C0608.

6. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the O&G Industries/AP Construction TMA, A Joint Venture agreement for the Norwalk Maritime Aquarium Functional Replacement Project to provide additional staff support for a total not to exceed \$100,000 and to extend the completion date for the 4D Theater to January 15, 2021 and the Seal Tank to March 19, 2021. Funds are available from the Maritime Aquarium State Functional Replacement account #09194031 5799 C0635

F. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: July 9, 2020

2. For informational purposes only: Narrative on Tax Collections Dated: July 9, 2020.

3. For informational purposes only: Monthly Tax Collector's Report Dated: June 2020.

4. Authorize the Mayor, Harry Rilling, to execute a contract for management and administration of the City's Workers Compensation and Heart & Hypertension Program for the three year period beginning July 1, 2020 and ending June 30, 2023 at a cost per claim based on the following schedule: Report Only Claims - \$27 per claim cost; Medical Only Claims - \$215 per claim cost; Indemnity Claims - \$1,175 per claim cost; and Heart & Hypertension Claims - \$1,175 per claim cost. Total estimate annual cost is \$104,747 and total estimate three-year cost is \$314,241. Accounts: 16-1344-5258 and 16-5054-5258.

5. RESOLUTION: General Obligation Refunding Bonds of the City of Norwalk (the "City") in a principal amount not exceeding \$53,000,000 are hereby authorized to be issued, and the proceeds thereof appropriated, in such amount or in such lesser amount as shall be necessary to refund all or any portion of the City's outstanding general obligation bonds and Clean Water Fund project loan obligations and interim funding obligations.

The Bonds, or any portion thereof, may bear interest which is includable in the gross income of holders thereof for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended, as the issuance of such taxable bonds is hereby determined to be in the public interest.

The Common Council hereby delegates to the Mayor and Director of Finance, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the refunding bond of each series to be issued, the annual installments of principal, redemption provisions, if any, other terms, details and particulars

of such Bonds, including the rate or rates of interest payable thereon, to make appointments and execute documents referenced in this resolution and to execute such other agreements, instruments, documents and certificates necessary or desirable for the issuance of the Bonds.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ARTS COMMISSION	M/C	Norwalk Code 17A
MATTHEW O'CALLAGHAN (D) 8 Mill Brook Drive Norwalk, CT 06851		Term Expires – 07/11/2021 Replaces Sharon Baanante
BIKE WALK COMMISSION	M/C	Norwalk Code 20-01
TANNER THOMPSON (U) 31 Second Street Norwalk, CT 06855		Term Expires – 06/30/2022 Replaces Brian Brown
OAK HILLS PAK AUTHORITY	M/C	Norwalk Code 73-2
DENISE BROWN (R) 34 West Norwalk Road Norwalk, CT 06850		Term Expires – 6/24/2023
PLANNING COMMISSION	M/C	Norwalk Code 79
TAMARA A. SHOCKLEY (D) 8 Dorset Road Norwalk, CT 06851		Term Expires – 7/1/2024
HISTORICAL COMMISSION	M/C	Norwalk Code 57A
MARK JACKSON (U) 95 George Avenue Norwalk, CT 06854		Term Expires – 12/31/2023

REAPPOINTMENTS

ARTS COMMISSION	M/C	Norwalk Code 17A
NORI A. GRUDIN (U) 3 Kellee Drive Norwalk, CT 06854		Term Expires – 7/11/2023
BRIAN KASPR (D) 173 Ponus Avenue Norwalk, CT 06850		Term Expires – 7/11/2023
JANET EVELYN (D) 20 Elmwood Avenue Norwalk, CT 06854		Term Expires – 7/11/2023

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**JULY 14, 2020
VIA TELECONFERENCE**

BIKE WALK COMMISSION

M/C

Norwalk Code 20-01

JUDSON R. ALEY (D)

Term Expires – 6/30/2023

21 Splitrock Road
Norwalk, CT 06854

COLIN J. GROTHEER (D)

Term Expires – 6/30/2023

16 West Rocks Road
Norwalk, CT 06851

PLANNING COMMISSION

M/C

Norwalk Code 79

FRAN DIMEGLIO (D)

Term Expires – 7/1/2024

60 Strawberry Hill Avenue
Norwalk, CT 06855

MARY PENISTON (U)

Term Expires – 7/1/2024

56 Cedar Crest Place
Norwalk, CT 06854

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**JUNE 23, 2020
VIA TELECONFERENCE**

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

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Mayor Rilling called the meeting to order at 7:39 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the notice.

I. ROLL CALL

Ms. King called the Roll. The following Common Council members were present:

Council at Large:	Mr. Gregory Burnett	Ms. Dominique Johnson
	Mr. Manny Langella	Mr. Nicholas Sacchinelli
	Ms. Barbara Smyth	

District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fourteen (14) Common Council members present and one (1) Common Council member absent (Mr. Dumas). A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

June 9, 2020

The following correction was made to page 3.

The first sentence under General Council Business should read as follows:

Ms. Smyth, President of the Norwalk Common Council read the following statement from the Common Council:

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS CORRECTED
** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT;
MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR.
HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR.
THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS.
SHANAHAN)**

III. PUBLIC PARTICIPATION

No members of the public wished to speak this evening.

IV. MAYOR

A. RESIGNATION AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were none.

Common Council
Via Teleconference
June 23, 2020
Page 2

REAPPOINTMENTS: There were none.

MAYOR'S REMARKS:

Mayor Rilling acknowledged that June is Pride Month. He mentioned that this year's Pride in the Park event at Mathews Park had to be cancelled due to the pandemic but thanked the organizer for their hard work.

Mayor Rilling said he was notified by SNEW that due to the heat and more people being at home, there is a risk of a water shortage. He asked residents to conserve water.

Mayor Rilling announced that he will hold a Town Hall meeting with Community Services Chief Lamond Daniels on June 24, 2020, where a plan for Norwalk Equity and Justice Committee will be outlined. Mr. Daniels will be the point person.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Ms. Smyth did not have any general announcements.

RESIGNATION AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were none.

REAPPOINTMENTS: There were none.

B. CONSENT CALENDAR:

**** MR. TSIRANIDES MOVED THE FOLLOWING CONSENT CALENDAR:**

**VII.A.1a, VII.A.1b, VII.A.2a, VII.A.2b, VII.B.1, VII.B.2, VII.B.3, VII.B.4a,
VII.B.4b, VII.B.4c, VII.B.4d. VII.B.5, VII.C.1, VII.C.2**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH FGB CONSTRUCTION COMPANY FOR PROJECT DPW RNP2020-1 NATHAN HALE MIDDLE SCHOOL BATHROOM – CONCESSION BUILDING FOUNDATION FOR A SUM NOT TO EXCEED \$31,500. ACCOUNT #'S 09156030-5777-C1518, 09206030-5777-C05187, 014150-5585.

1B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO EXECUTE CHANGE ORDERS ON CONTRACT WITH FGB CONSTRUCTION COMPANY FOR PROJECT DPW RNP2020-1 NATHAN HALE MIDDLE SCHOOL BATHROOM – CONCESSION BUILDING FOUNDATION FOR A SUM NOT TO EXCEED \$3,150.00. ACCOUNT #014150-5585.

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH GILIBERTO & SONS, LLC PROJECT #4018 CHIMNEY REPAIR AND RECONSTRUCTION AT GALLAHER MANSION/CRANBURY PARK FOR A SUM NOT TO EXCEED \$229,900.00. ACCOUNT #'S 09166030-5777-C0366, 09186030-5777-C0366, 09206030-5777-C0366, 014150-5585.

2B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO EXECUTE CHANGE ORDERS ON CONTRACT WITH GILIBERTO & SONS, LLC PROJECT #4018 CHIMNEY REPAIR AND RECONSTRUCTION AT GALLAHER MANSION/CRANBURY PARK FOR A SUM NOT TO EXCEED \$22,990. ACCOUNT #014150-5585.

B. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: JUNE 11, 2020

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED JUNE 11, 2020

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: MAY 2020

4. SPECIFIC ACTION FOR IT 2020/2021 CAPITAL PROJECTS:

A. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH CITY PROCUREMENT GUIDELINES FOR THE SUPPLY OF PERSONAL COMPUTER WORKSTATIONS, LAPTOPS, RUGGEDIZED DATA TERMINALS, TABLETS AND OBSOLETE ASSET DISPOSAL, ACCORDING TO CITY IT DEPARTMENT SPECIFICATIONS

FOR AN AMOUNT NOT TO EXCEED \$203,349.75, ACCOUNT 09211370-5777-C0375 (BUDGETED 2020/2021 IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED) AND FORWARD ONTO THE COMMON COUNCIL FOR FURTHER ACTION.

B. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH CITY PROCUREMENT GUIDELINES FOR THE SUPPLY OF INFORMATION SECURITY SOFTWARE, SUBSCRIPTIONS, AND PROFESSIONAL SERVICES OR AN AMOUNT NOT TO EXCEED \$70,000.00 ACCOUNT 09211370-5777-C0375 (BUDGETED IT 2020/2021 CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

C. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO TOTAL COMMUNICATIONS, STATE OF CT CONTRACT 18PSX0202, FOR THE SUPPLY, INSTALLATION, AND TRAINING FOR CISCO CALL MANAGER SOFTWARE UPGRADE FOR AN AMOUNT NOT TO EXCEED \$60,865, ACCOUNTS 09211370-5777-C0375 (CITY:\$30,865) AND 158-28400-430-58 (BOARD OF EDUCATION PORTION \$30,000. (BUDGETED EXPENSES; NO SPECIAL APPROPRIATION REQUIRED).

D. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDERS TO BARAMUNDI SOFTWARE, USA INC, FOR THE BARAMUNDI MANAGEMENT SUITE, 800 ENDPOINTS, INCLUDING SUPPORT, MAINTENANCE, AND SUBSCRIPTIONS SERVICES, AND TRAINING, PER VENDOR QUOTATION DATED 1/22/2020, FOR AN AMOUNT NOT TO EXCEED \$31,512.00, ACCOUNT 09211370-5777-C0375 (BUDGETED 2020/2021 IT CAPITAL ITEM; NO SPECIAL APPROPRIATION REQUIRED).

5. ACTION REQUESTED: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH CAVANAUGH MACDONALD CONSULTING, LLC TO PERFORM THE CITY'S PENSION AND OPEB ACTUARIAL VALUATIONS FOR THE FIVE-YEAR PERIOD BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2025 IN ACCORDANCE WITH THEIR RFP PROPOSAL AND THEIR FINAL FEE STRUCTURE PROPOSAL AS OF MAY 22, 2020 FOR AN AMOUNT NOT TO EXCEED \$318,500 ACCOUNT # 050000-5258; 060000-5258; 070000-5258; 080000-5258; 711340-5258

C. ORDINANCE COMMITTEE

1. APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO CHAPTER 30 OF THE CITY CODE:

CHAPTER 30:

• SECTION 30-15: IMPLEMENTATION AND OVERSIGHT OF CITY CAPITAL BUILDING

• SECTION 30-15.1: POWERS AND DUTIES • SECTION 30-15.2: BUILDING ADVISORY COMMITTEES

• SECTION 30-16: DESIGNATION OF SCHOOL BUILDING COMMITTEE

2. APPROVE THE FOLLOWING REVISIONS/AMENDMENTS TO CHAPTER 32 OF THE CITY CODE:

CHAPTER 32:

• SECTION 32-12: BOARD OF ETHICS

**** MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

VII. COMMON COUNCIL COMMITTEES

B. FINANCE COMMITTEE

**** MR. BURNETT MOVED THE FOLLOWING RESOLUTION:**

6. RESOLUTION MAKING APPROPRIATIONS FOR VARIOUS PUBLIC IMPROVEMENTS AGGREGATING \$153,832,356 FOR THE 2020-2021 CAPITAL BUDGET AND AUTHORIZING THE ISSUANCE OF \$129,001,956 GENERAL OBLIGATION BONDS OF THE CITY TO MEET CERTAIN APPROPRIATIONS IN THE 2020-2021 CAPITAL BUDGET.

Mr. Bruce Chudwick of Shipman & Goodwin described the approach being taken to secure the funds for various projects.

Mr. Dachowitz explained that this is an authorization to bond the approved capital budgets. He said that although the authorization is for a gross of \$153 million for this year's budget, they are looking to borrow \$42 million this year.

Mr. Chudwick said they are preparing the bond resolution. It provides for the appropriation of the funds for the capital budget.

Mr. Keegan presented five questions regarding the amount in the debt service and the total amount being borrowed.

Mr. Dachowitz responded to Mr. Keegan. He noted that when going to the State to be put on the list for school reimbursements, they like to see the gross amount approved by the local municipality. He said that out of \$153.8 million, the total net expected to be bonded is \$129 million. He added that the WPCA is a zero net to the City.

On the Board of Education side, the \$50 million for the new Norwalk High School is net zero. They expect a 30% reimbursement for Cranbury School and expect to borrow \$30 million.

Mr. Dachowitz said that in consultation with financial advisors, they determined that \$400 million is the absolute debt they can issue and keep the AAA bond rating. Currently there is \$260 million in debt and can issue \$140 million in debt to reach the \$400 million limit. Each year they are paying down outstanding principle.

Mr. Dachowitz explained that the Police Department is acquiring a major radio system. The \$14 million can be split over two years.

Mr. Dachowitz described IRS regulations related to borrowing.

Mr. Dachowitz said they do not need to borrow \$80 million for Norwalk High School now; the \$50 million is on the assumption they will get the 80% reimbursement from the State.

Mr. Dachowitz reviewed the current year financials. He said he inherited \$118 million in prior year projects. He said that with the Controller, he instituted a procedure where quarterly they go to the department heads with the list of open capital projects and ask for a cash flow projection for the next two – two- and one-half years.

Mr. Dachowitz said the market is looking good and they are in a good situation with the AAA bond rating. He said he and his team can look at the market to borrow as cheaply as they can. The borrowing is expected to take place at the end of July.

Mr. Dachowitz said that because Mayor Rilling was fiscally conservative and built up the rainy-day fund, they have been able to handle the COVID stresses. He said that he own role is to be the early warning indicator. He said the City is doing ok now, but they have to start worrying about the capital projects. An alternative is to go through all of the authorized projects and decide if any can be stopped or have the scope of the project narrowed, change the quality of the project, do the projects over a 10-12-15 year period or lose the AAA rating and exceed the \$400 million ceiling. Mr. Dachowitz said he wants everyone to be aware that this is what is coming. He said if they make these decisions and changes over the next three years, they should be ok, but they have to look at these projects.

Mr. Dachowitz said the vast majority of funding is from taxes. If they increase the grand list, then the mill rate increase will be moderated.

Ms. Young asked about the types of project they would try to stretch out. Mr. Dachowitz said they have to determine what is functional, what is nice to have and what is essential. He said that time is their friend to help the debt service go down to a manageable level.

**** MOTION PASSED BY ROLL CALL VOTE WITH THIRTEEN (13) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1) VOTE IN OPPOSITION (MR. KEEGAN)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none.

X. SUSPENSION OF RULES

There were none.

XI. ADJOURNMENT

**** MR. TSIRANIDES MOVED TO ADJOURN
** MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

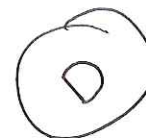
There was no further business and the meeting was unanimously adjourned at 8:50 p.m.

ATTEST:_____

Donna King, City Clerk

Matthew O'Callaghan

8 Mill Brook Dr
Norwalk, CT 06851
(203) 722-1585
mattocallaghan16@gmail.com



ACTIVITIES

- Drama Club - 4 years
 - Leadership & Time Management
- Marching Band - 4 years
 - Discipline & Time Management
- Drum Major - 1 year
 - Leadership & Organizational Skills
- Chamber Singers - 3 years
 - Musical Skills & Creativity
- Western Regional Choir - 1 year
 - Cooperation & Patience

VOLUNTEERING

- **Night in a Box** - 4 years - A youth group project at St. Jerome Church to serve the homeless community through activities such as volunteering at the local shelter with food sorting and planting, and cleaning the entire church. At night, we construct shelters out of cardboard boxes and sleep outside, raising awareness of the homelessness issue in our community.
- **30 Hour Famine** - 3 years - A youth group project centered around raising money to support starving children in third world countries. All participating teens refrained from eating for 30 hours, and participated in several community service events throughout the day and into the night.
- **T.A.I.L.S.** - 1 year - I volunteer at my local Petco where they have a partnership with the T.A.I.L.S. organization. Every Friday, I go to help take care of kittens with no home, hoping to be adopted. Caretaking didn't just involve entertaining the kittens, but also cleaning up after them, feeding them, and washing their crates.

SKILLS

- Computer skills include:
 - Microsoft Word/Google Docs - Proficient
 - Microsoft Excel/Google Sheets - Proficient
 - Microsoft Powerpoint/Google Slides - Proficient

INTERNSHIPS

- State Representative Lucy Dathan
 - 2020 CT General Assembly
- State Representative Candidate Stephanie Thomas
 - 2020 CT General Assembly

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Nori A. Grudin

3 Kellee Drive ♦ Norwalk, CT 06854 ♦ 203-326-1486 ♦ Sailornor@hotmail.com

Profile

Motivated, personable travel professional with a successful 21.5-year track record of outstanding customer service. Talent for quickly mastering technology. Diplomatic and tactful with professionals and non-professionals at all levels. Accustomed to handling time-sensitive, confidential documents. Demonstrated history of producing high quality reports and meeting stringent guidelines.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised, confident and competent. Thrive in deadline-driven environments. Excellent team-building skills.

Skills Summary

- | | | |
|-------------------------|-------------------|------------------------------|
| ➤ Apollo and Sabre GDS | ➤ Sales | ➤ Written Correspondence |
| ➤ Customer Service | ➤ ABS Super User | ➤ Professional Presentations |
| ➤ General Office Skills | ➤ Ticket Exchange | ➤ Excellent Multi-Tasker |
| ➤ ARC Certified | | ➤ Windows 10 Proficient |

Professional Experience

TAUCK INCORPORATED

Prepare and issue airline tickets

Author professional correspondence to customers

Liaise with internal and external customers regarding travel plans

Maintain internal Airline Booking System (ABS) for non-GDS users

Rapidly learn and master varied computer programs; recently completed Microsoft Office Suite classes

Trained reservations staff to use Apollo GDS

ROSENBLUTH TRAVEL

Track and report all hotel and airline revenues through ARC

Compiled and coordinated all travel documentation for business travelers

THE ART INSTITUTE OF CHICAGO

Worked in book department of the museum's gift shop

Established and maintained intimate knowledge of stock items

Assisted international clientele with purchases

Cashiering

Education

CHARTER OAK STATE COLLEGE - new Britain, Ct

working towards B.A. of American Studies

NORWALK COMMUNITY COLLEGE – NORWALK, CT

A.S. Communications

Certifications and Affiliations

Certified Travel Associate

Certified Travel Counselor

Member of the Institute of Certified Travel Agents (I.C.T.A)

Hospitality Specialist

ARC (Airline Reporting Corporation) Certified

Volunteer and Charity Work

Making Strides Against Breast Cancer Annual Walk

Habitat for Humanity

Annual Tauck World of Giving volunteer event – 2001 – 2009

2001: Valley Forge, Valley Forge, PA

2002: Roosevelt Vanderbilt National Historic Site, Hyde Park, NY

2003: Harkness State Park, Waterford, CT

2004: Ellis Island, New York, NY

2005: Minuteman National Park, Lexington/Concord MA

2006: Norwalk Community Parks, Norwalk, CT

2007: The Old North Church, Boston, MA

2008: Plimouth Plantation, Plymouth, MA

Nori A. Grudin

3 Kellee Drive ♦ Norwalk, CT 06854 ♦ 203-326-1486 ♦ Sailornor@hotmail.com

2009: Beardsley Zoo, Bridgeport, CT

Norwalk CT WAPA Mural Docent

Slow Art Day Norwalk – 2016 , 2017, 2018, 2019

Norwalk Art Commission member – 2017 to present

Started the Norwalk Art Commission's Facebook and Instagram pages

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----- **TANNER THOMPSON** ----- 31 Second Street 06855

----- ~~16 Hillside Pl #K5~~ -- Norwalk, CT 06854⁵ -----
----- thompson.tanner.j@gmail.com ---- (317) 750-0900 -----

VOLUNTEER EXPERIENCE

Church of Jesus Christ of Latter-day Saints

Music Director, Darien Ward	2018 - Present
Children's Sunday School Teacher	2017 - Present
Full-time Representative (Frankfurt, DE)	2013 - 2015

Boy Scouts of America

Eagle Scout	2011
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WORK EXPERIENCE

Google

Software Engineer	New York, NY 2019 - Present
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Zenabi Data

Data Scientist	Westport, CT 2018 - 2019
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Lucid Software

Software Engineer	South Jordan, UT 2017 - 2018
Software Engineering Intern	2016

EDUCATION

Brigham Young University

BS, Mathematics	Provo, UT 2017
Applied and Computational Emphasis	

RESEARCH EXPERIENCE

NASA Student Airborne Research Program

Research Intern	Irvine, CA 2016
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Brigham Young University

Undergraduate Research Grant Recipient	Provo, UT 2017
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Judson R. Aley

21 Splitrock Road, Norwalk Ct 06854 | C: 203-858-0526 H: 203-505-6669 | Email: jaley@rjaley.com

Education

- **B.A. in World History – Art & Architectural History**, 1996 – Southern Connecticut State University, New Haven, CT
- **Associate degree in Applied Science – Landscape Design & Development**, 1982 – State University of New York, Delhi, NY
- **Certificate in Motorcycle Mechanics**, 1979 – American Motorcycle institute, Daytona Beach Florida.

Volunteer and Community Work

Norwalk Parking Authority. Appointed May 26th, 2015. Term expires March 31st, 2025

- Advocated to bring Norwalk's outdated parking rates and hours of operation in line with current nationwide best practices
- Partnered with Parking Authority staff & Public Works to add a total of 12 new on street parking spaces on Washington Street and West Ave to promote increased retail sales for local businesses
- Advocated for and successfully placed more prominent parking signage for the under-utilized Maritime and Yankee Doodle parking garages that resulted in increased parking usage

Norwalk CT Mayor's Bicycle & Pedestrian Task Force/Norwalk Bike-Walk Commission 2014 to present

- Work with mayor's office, city building agencies, and concerned citizens to ensure Norwalk residents have a voice in local government to improve pedestrian and bicyclist safety and quality of life
- Work with other taskforce members to implement - bicycle lanes on Fitch St, Water St., Beach Rd., the Stroffolino Bridge; and additional crosswalks on South Main, Water Street, East Wall Street and on Knight St.

Village Creek Community Architectural Review Board Chair, 2014 to 2019

- Provides architectural consultation to community residents on remodeling, landscaping, and building requests
- Act as mediator to resolve conflicts among community residents when necessary

Harry Rilling mayoral campaign race 2013 – Door to door campaigning prior to election which helped win his election.

Connecticut Trust for Historic Preservation 2006-2016 – Provided consultancy and pro-bono restoration work as needed.

Brien McMahon High School, 2011-2013 – Provided band instrument logistics for the school's marching band competitions.

Literacy Volunteers, Norwalk Ct., 2002-2004 – Taught English classes to Hispanic immigrants.

Norwalk/Nagarote Sister City Project, 1986 to 1989 –Worked with other members to fund raise and to obtain and deliver material aid to Nagarote, Nicaragua.

Work Experience

OWNER | R.J. ALEY BUILDING CONTRACTOR, WESTPORT CT | 1995 TO CURRENT

Own and operate a residential construction firm that provides remodeling and historic preservation services to New Haven, Fairfield and Westchester county residents. The firm specializes in Design-Build, Historic Preservation & Home Energy Efficiency. R.J. Aley is a NAHB Certified Green Professional, an ENERGY STAR Partner, and LEED homebuilder.

- Exceptional knowledge of residential energy efficiency & long term durability in both retrofit and new construction

- Skilled at working with architects, designers, engineers, and other project stake holders to value engineer projects from design phase to completion
- Experienced in navigating complex and diverse permitting & regulatory agencies in New Haven, Fairfield, and Westchester counties
- Developed business processes and tracking systems to ensure accurate client invoicing that detailed labor, material, and sub-contractor cost on a weekly basis
- Exceptional employee and client management skills resulting in high client satisfaction and employee loyalty
- Extensive experience with sub-contractor scopes of work, bid comparison, subcontracts, insurance verification, scheduling, and on-site project management across multiple projects
- Comprehensive understanding and enthusiasm for construction job cost accounting
- Well versed in lead paint & asbestos regulation and abatement work processes
- Built one of Norwalk's first Energy Star home (5 star rating) NAHB Green home (Emerald rating) and LEED home (Silver rating)
- Expertise & enthusiasm for historic preservation and its practical & economical application

CARPENTER | JOHN CUNNIFF CONTRACTING, SANTA CRUZ CA. | 1990 TO 1992

Performed general carpentry for residential construction, remodeling and new homes, including concrete form work, framing, installation of windows and doors, siding, trim and interior finish carpentry.

OWNER | ASPETECK LANDSCAPE & DESIGN, WESTPORT CT | 1982 TO 1990

Own and operate a full-service landscape firm with a crew of 7 full-time employees – responsible for business development, cost estimation, financial accounting, and landscape design

- Strong knowledge of woody plant material and large trees for residential and urban areas
- Well versed in drainage & general site work

Certifications & Published Articles

- NAHB Certified Green Builder
- EPA Lead-Safe Certified
- "What Norwalk can do to help Wall St. succeed: Focus on People Traffic, not car traffic." - Norwalk Hour, September 24, 2013
- "Shattering the Myths of Replacement Windows." - Connecticut Trust for Historic Preservation, 2009
- "Quality Control Checklist" – Journal of Light Construction, 2007
- "Reducing Energy Use in Historic Homes" - Building Energy Magazine, Fall 2018
- Multiple published letters to the editor of Norwalk Hour

Computer & Software skills.

- Strong working knowledge of Windows Vista, Windows 7 and Windows 10
- Strong working knowledge of MS Excel, Outlook, Project and Smart Sheets
- Strong working knowledge of Goldenseal Construction Accounting & Estimating software.
- Basic working knowledge of SAGE 100/Master Builder accounting software
- Basic working knowledge of Mac OS 10

Colin J. Grotheer



16 West Rocks Road, Norwalk CT06851 | C: 203-434-6750 | Email: colin.grotheer@gmail.com

Profile & Objective

Senior Architectural Associate with 15+ years in site planning, Urban infill, Neighborhood planning, and a familiarity with a full range of architectural project typologies. Driven to understand the relationships that are the underpinnings of design, Building Information Modeling and 3D design and analysis has become the go to for evaluation of the merits and detriments of a project. Having a diverse background without formal architectural training has allowed viewpoints to be brought forward that my otherwise be overlooked or ignored. Practical and detail minded, the whole is nothing without a foundation.

Education

- B.F.A. in Communications – Radio & TV Production, 1999– Long Island University, NY

Work Experience

SENIOR ASSOCIATE | BEINFELD ARCHITECTURE PC, SOUTH NORWALK CT | 2005 TO CURRENT

Operate within an award winning architectural firm that provides diverse services to clients and municipalities ranging from Neighborhood master-planning to single family residential construction. Specialties include multi-family residential construction and restaurant design. Serving primarily Southwest CT, with additional work in southern NY state & throughout CT. The firm engages in sustainable design practices and has experience in LEED and historic preservation projects.

- Extensive experience in site planning, including Neighborhood & Urban infill Projects.
- Adept at navigating Zoning & Building codes.
- Developed parking plans and optimized parking layouts for thousands of parking stalls across wide project typology.
- Developed project Density and Square Footage Matrix analysis.
- Led the firm into 3D BIM visualization and continue to push the firms' technology boundaries.
- Substantial experience in construction documentation and working within and leading project teams.
- Able to balance multiple large scale projects.
- Well versed in large scale, mixed use development and creating places people want to be.
- Involved in several historic rehabilitation projects, involving coordination with State and federal agencies.
- Expertise & enthusiasm for historic preservation and its practical & economical application

MANAGER | PEDAL AND PUMP BICYCLES AND FITNESS, DARIEN CT. | 2002 TO 2005

Oversaw staff, repaired, maintained and assembled bicycles, coordinated repair orders, inventory and sales figures. Participated in athletic activities as part of shop sponsored amateur racing team.

VARIOUS POSITIONS | VARIOUS MEDIA OUTLETS, NYC/ NYS | Pre 2002

- On-Air Personality, WPBX 88.3 FM, WBEA 104.7 FM, WEHM 96.9 FM, Southampton NY/ East Hampton, NY
- Assistant to Director Barry Sonnenfeld – Sonnenfeld / Josephson Productions, / East Hampton, NY
- Production Assistant, Highway 61 Films, NYC

Volunteer and Community Work

Norwalk CT Mayors Bicycle & Pedestrian Task Force/Commission, 2015 to present

- Work with mayor office, city building agencies, and concerned citizens to ensure Norwalk residents have a voice in local government to improve pedestrian and bicyclist safety and quality of life.

Completed Projects

- Audubon Square, New Haven CT
- Heirloom Flats, Bloomfield CT
- Saugatuck Center, Saugatuck CT
- 745 Post Road, Darien CT
- Kayak.com World Headquarters, Stamford, CT
- Rippowam Place/ UCONN Dorms Stamford, CT
- 245 Atlantic Street, Stamford CT (construction 2020)
- 1 Chestnut Street, Norwalk CT (construction 2020)
- 11 Chestnut Street, Norwalk, CT
- Aitoro SubZero Showroom, Norwalk, CT
- 121-123 Water Street
- 132 Water Street, Norwalk, CT
- 140 Water Street, Norwalk, CT
- 19 Day Street, Norwalk, CT
- 230 East Avenue Norwalk CT (construction 2020)
- Avalon Norden Park, Norwalk, CT
- SoNo Ice House / 300 Wilson Ave, Norwalk, CT
- 65 Rowayton Ave, Norwalk, CT
- 1200 Bedford Street, Stamford, CT
- 750 Summer Street Stamford, Stamford, CT
- The Security Building/ HSW Buildings – Bridgeport, CT
- Stepping Stones Museum For Children Addition, Norwalk, CT (multiple)
- Residence Inn by Marriott, SoNo, CT
- Iron works Tennant spaces, Norwalk, CT (The Stand, Yoga, El Segundo)
- Private House, Rowayton, CT
- 10 Pine Point, Rowayton CT
- House in Old Greenwich, Greenwich CT
- The Maples Inn, New Canaan, CT
- Wood Works @ 550 Halstead Ave., Harrison NY
- 333 Unquowa, Fairfield CT (construction 2020)

Planning Study Involvement

- The Corbin District, Darien CT
- G&B Wiremill, Georgetown CT
- Saugatuck TOD
- SoNo TOD
- SoNo Maritime Commercial Zone, Norwalk, CT
- District 95/7, Norwalk, CT
- Fairfield Metro Center, Fairfield, CT
- Webster Lot, Norwalk, CT
- Norwalk Walkability Study w/ Jeff Speck AICP, Norwalk, CT
- 300 Wilson Ave / Beyond Rowayton, Norwalk, CT

Computer & Software skills.

- Strong working knowledge of Windows / Mac OS / iOS
- Strong working knowledge of MS Office Suite
- Excellent proficiency in Autodesk Revit
- Proficiency in Autodesk AutoCAD
- Working Knowledge Trimble SketchUp
- Working Knowledge of Adobe CS programs (Photoshop, Illustrator, InDesign, Acrobat, Premiere, After Effects)
- Working Knowledge of digital non-linear video editing software (Final Cut Pro, Avid, Adobe Premiere etc.)

Denise Brown

34 West Norwalk Road
Norwalk, CT 06850
Db930@optonline.net
203-246-4203



Professional Work Experience

Bookkeeper/ Management/Administration - Mickey Kydes Soccer Enterprises
(2003 – Current)

- Bookkeeper/Registrar for multi-layered, year-round soccer programs
(Rec and Travel Soccer and Summer Camps)

Bookkeeper/Management/Administration/Registrar/ – Beachside of CT Soccer Club
(2003 – 2018)

- Bookkeeper and Club Registrar for over 300 players
- Monthly Financial Reporting/ Bank Reconciliations for 6 Bank accounts
- Financial Aid Adviser for players families and administration of program
- Fundraising Project Supervisor

Freelance Bookkeeper (2003 – 2008)

- Bookkeeper and back office support for multiple small business –
- AP/AR/Payroll/Cash & Credit Card/Bank Recs

Lipenwald, Inc (1998 – 2003)

- Bookkeeping/Sales and Service

Free Lance Graphic Arts (1976 - 1986)

- Illustrator and Graphic Design – 9 West, Complete Woodworker, Save The Children, Organic Gardner and many more.

Personal Interest

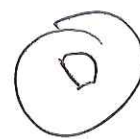
- Tennis enthusiast since 2009 – Captained USTA Team 2015-2017, Captained Oak Hills Summer League 2015 – current
- Beachside Hall of Fame Honoree 2018
- Board Member – Beachside of CT Soccer Club 2020
- St Martha's Hospitality – St Matthew Church 2017-Current
- Love Dogs/Animals and the fight against animal cruelty

Education:

Certificate of Bookkeeping – NCC - 2003

Associates Degree - Silvermine Guild of the Arts – Fine Arts and Graphic Design - 1975

Darien High School - 1970



Curriculum Vitae
Tamara A. Shockley
8 Dorset Road, Norwalk, Ct. 06851
Cell: 203-286-9627; Email: tshockley@optonline.net

Profile: Attorney provides legal advice on risk management, compliance, and oversight matters on internal administrative procedures and human resources management. Specializing in advising international organizations, corporate, and non-profits on compliance with applicable laws, regulations, professional standards, human resources practices and internal standards. Manages investigation of allegations of non-compliance with Code of Conduct, Sexual Harassment and Harassment policies, and ethics policies.

Education

The Fletcher School of Law and Diplomacy, Masters of Law and Diplomacy
Vanderbilt University School of Law, Doctor of Jurisprudence
Ohio Wesleyan University, Bachelor of Arts, Cum Laude

Certificates

University of Pennsylvania, "Regulatory Compliance Specialization", Certificate.
Harvard University, Kennedy School of Government, Executive Education,
"Mastering Negotiation".
Clear Law Institute, Certificate, "Investigation of Employee Misconduct".
TPC Training Systems, Certificate, "Handling a Sexual Harassment Investigation".

Bar Membership:

Member New York State Bar

PROFESSIONAL EXPERIENCE

Principal, TSCS Global Management Solutions- Consulting Management Firm, 2017-present.

TSCS Global Management Solutions ensures that the non-profits and international organizations are fully compliant with rules and regulations.

- Provides contract compliance, management, and administration support services to non-profits and international organizations.
- Monitors and ensures compliance with contract conditions, contract negotiation and management to help facilitate the risk management process;
- Evaluates the soundness, adequacy, and effectiveness of operating policies, procedures, and controls in HR administration;
- Draft, review and improve the policies and procedures related to contracts compliance, various donor regulations, and HR policies and Standard Operating Procedures;

- Make recommendations for improvements in accordance with operational standards.
- Provides contract compliance, management, and administration support services to non-profits and international organizations.
- Responds to risk incidents and internal control by conducting investigations matters such as allegations of employee misconduct, disciplinary, discrimination, and sexual harassment including, but not limited to, fraud, theft, and misconduct regarding staff, vendors and third parties;
- Undertake investigations of allegations of abuse of authority, sexual exploitation and other forms of misconduct against beneficiaries and staff.

Legal Advisor, Consultant, United Nations Economic Commission on Africa (UN ECA) Addis Ababa, Ethiopia, April 2017 to June 2017.

- Investigation of allegations of human resources and procurement irregularities in UN ECA;
- Examined evidence, interviewed witnesses, and analysed testimonies and
- Prepared comprehensive report providing objective and factual summary of the fact-finding investigation and recommendations for submission to the Executive Director.

Legal Advisor, Consultant, United Nations Department of Safety and Security, New York, New York, March 2016 to June 2016.

- Managed project on human resources needs within the UN Department of Safety and Security and developed a Human Resources Strategy to guide UNDSS for global harmonization of security staff;
- Coordinated UNDSS HR policies for career development, training and capacity building and formulated a harmonized and integrated career programme for Safety and Security staff;
- Developed human resources career development framework and prepared budgetary resources to support strategic plan.

Senior Administrative Lawyer, Policy and Administrative Law Section, Division of Human Resources, UNICEF, New York, New York, October 2012 to September 2015.

- Legal adviser to senior managers in Headquarters and the Field duty stations on staff/management conflict resolution of employment disputes prior to submission to formal administration of justice system;
- Legal adviser to senior management, staff members, and Staff Council in Headquarters and Regional Offices on systemic employment trends in staff council/management relationship and discuss preventive measures with management and Staff Council and represent management in Staff Council negotiations;
- Represented UNICEF in litigation proceedings before the UN Dispute Tribunals and advise management on implications of legal jurisprudence;

- Legal adviser to managers in Headquarters and Field duty stations in Africa, Asia, and Latin America on the recent legal jurisprudence of the UN Dispute Tribunal and the UN Appeals Tribunal and its application to managerial decisions.

Executive Secretary, Independent Panel of Experts, Investigations Division, Office of Internal Oversight Services, United Nations, New York, New York, June 2012 to October 2012.

- Assisted Office of Oversight Services (OIOS) Independent Panel of Experts on workplan for comprehensive review of the Investigations Division to assess appropriate operating procedures;
- Planned the business processes of the Independent Panel of Experts and advised on strategy and approaches to investigation operations of Investigation Division to determine lessons learned and best practices;
- Recommendations to the Independent Panel of Experts for inclusion in the Report to the Under-Secretary-General of OIOS.

Administrative Law Specialist, Policy and Administrative Law Section, Division of Human Resources, UNICEF, New York, New York, January 2010 to May 2012.

- Advised senior management on disciplinary procedures in accordance with UN Staff Regulation Article X and UNICEF/UN disciplinary administrative instructions;
- Drafted charges of misconduct and recommended appropriate disciplinary measures, if any;
- Advised senior managers in Headquarters and the Field duty stations on staff/management conflict resolution of employment disputes prior to submission to formal administration of justice system;
- Represented UNICEF in inter-agency meetings with other Programmes and Funds, including UNDP, UNFPA and the UN Secretariat on administrative matters concerning human resources policies and on administration of justice.

Executive Secretary, United Nations Administrative Tribunal, United Nations, July 2009 to January 2010.

- Provided legal advice to the Judges of the UN Administrative Tribunal on interpretation and application of the UNAT Rules of Procedures of the Administrative Tribunal and the UNAT Statute of the UN Administrative Tribunal;
- Responsible for the management and proper functioning of the secretariat of the UN Administrative Tribunal.

Legal Officer, Policy and Administrative Law Section, Division of Human Resources, UNICEF, New York, New York, January 2000 to June 2009.

- Managed cases on administrative law and procedures in appeals and disciplinary matters for Policy and Administrative Law Section, DHR;
- Represented UNICEF in the Inter-Agency Standing Committee (IASC) on Sexual Exploitation and Abuse (SEA) with the UN Secretariat, UNDP, UNFPA, and other UN agencies;

- Advised Chief of the Section and the Deputy Director on strategy for resolution of employment disputes.

Special Assistant to the Assistant Secretary-General, Office of Central Support Services, United Nations, New York, New York, September 2000 to April 2001.

- Coordinated work of the ASG and ASG Office and provided support on human resources issues;
- Advised on administrative issues and made recommendations to Deputy Director.

Publications

- **“The Investigation Procedures of the United Nations Office of Internal Oversight Services and the Rights of the United Nations Staff Member: An Analysis of the United Nations Judicial Tribunals’ Judgments on Disciplinary Cases in the United Nations”** (Summer 2015, *Pace University Law School International Law Journal*);
- **“Ethics and the United Nations International Civil Servant: The United Nations Dispute Tribunals and the United Nations Appeals Tribunal’s Jurisprudence in Workplace Retaliation – The Rights of the Whistleblower”**, *Southwestern Journal of International Law* (Winter 2014);
- **“The Evolution of a New International System of Justice in the United Nations: The First Sessions of the United Nations Appeals Tribunal”**, *University of San Diego International Law Journal* (April 2012);
- **“United Nations International Tribunals as a Tool for Managerial Accountability,”** *Journal of International Organizations Studies* (October 2011).

UN Workshops/Training

Facilitator for workshops on UN ethics, sexual harassment, and rules and procedures for UN standard of conduct:

- UNICEF Jamaica (20012),
- UNICEF Botswana (2013)
- UNICEF Namibia (2014)
- UNICEF Panama (2015)
- UNICEF NYHQ (2015)



MARK JACKSON

95 George Ave, Norwalk, CT 06851 | 203-858-2146 | jacksonm@norwalkps.org

PHILOSOPHY

If I'm not having fun teaching, then my students are not having fun learning.

LEADERSHIP

Social Studies Subject Area Leader 2019-Present

Certified National Geographic Educator 2019

Helped students write a historical document on the Heritage Wall for the City of Norwalk.

Student Council Faculty Liaison 2018-present

Member of the PBIS committee for two years 2015-16, and 2016-17 school years.

Trained in SLOP strategies 2010

Coordinated field trips to Nature's Classroom, the Connecticut science center, Medieval Times, Boston Tea Party Museum, Hard Rock Café: Boston, USS Constitution Museum, Sono-Field House, Lockwood Mathews Mansion, Colony Grille, Imax Theatre, and Lake Compounce. 2009-Present.

Coordinated a Haunted History of Norwalk Tours with the Norwalk Historical Society: 2015-Present.

Initiated TCI program for social studies and science 2017-18 school year.

Member of the Science curriculum writing committee 2018-2019

Member of the Social Studies curriculum writing committee 2016.

Assistant Wrestling Coach at Brien McMahon High School 2009-present

Head Floor Hockey Coach at Roton Middle School 2013-Present

Chairman of the scholarship committee for the Norwalk Exchange Club 2006-2019

Helped students coordinate fundraisers for: Save the Children, Red Nose Day, Heifer Foundation, Planet Aide, Toys for Tots, water for flint, and Open Door Shelter.

EXPERIENCE

Social Studies, Roton Middle School

- I am responsible for delivering both the sixth and seventh grade social studies curriculum.

Science Teacher, Stamford Academy

- I was responsible for delivering the eleventh and twelfth grade chemistry and physics curriculum at an alternative high school.

EDUCATION

Bachelors, Danbury CT, Western Connecticut State University.

Masters, Bridgeport CT, University of Bridgeport

2015-2017

Masters, West Hartford CT, University of St. Joseph

June 3, 2020

**NORWALK PURCHASING DEPARTMENT RESPONSE SUMMARY –
PROJECT #4021 NORWALK FIRE DEPARTMENT – LADDER TRUCK**

Thank you for your response to our Request for Bid Submissions. The following is a summary of the submitted bids for this project.

	Firm	Year	Manufacturer/Model	Total Cost
1.	New England Fire Equipment & Apparatus Corporation	2021	Spartan/LTC 100' TDA Aerial Ladder	\$1,289,724.00
2.	Seagrave Fire Apparatus, LLC	2021	Marauder TDA with 100' Force Ladder Model #TT05CT	\$1,346,244.00

**CITY OF NORWALK
PURCHASING DEPARTMENT**



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING**

PROJECT NUMBER:	4021
REQUESTING DEPARTMENT:	Fire Department
DATE OF BID ISSUANCE:	April 30, 2020
TITLE OF BID:	Norwalk Fire Department - Ladder Truck
DATE OF BID OPENING:	May 20, 2020
MANDATORY WALKTHROUGH:	YES () NO ()
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME OF BID OPENING:	2:00 PM
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 10%
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 100%
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES (X) NO ()

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS FIVE (5) COPIES)**
- 3. EXCEPTIONS (IF ANY)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

- 1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.**
- 2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.**
- 3. ALL BIDS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE.**
- 4. OBLIGATION OF BIDDERS:**
 - a. AT THE TIME OF OPENING BIDS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR BID.**
 - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.**
- 5. TIME IS OF THE ESSENCE (IF APPLICABLE):**
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.**

CITY OF NORWALK
PURCHASING DEPARTMENT
GENERAL INFORMATION

1.1 INTRODUCTION

The City of Norwalk is requesting bids for a Ladder Truck for the Norwalk Fire Department on 90 New Canaan Ave., Norwalk, CT 06850. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

All Bid documents for this invitation are available over the internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

1.3 ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.org>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline. It is the responsibility of the bidder to check for issuance of any addenda.

1.4 BIDDER'S LIST

Bidder's list for this solicitation will not be published.

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at cmegaro@norwalkct.org. The deadline for the submission of questions is 2:00 pm May 13, 2020.

1.6 SUBMISSION OF BID

All sealed Bids should be submitted to the City of Norwalk's Purchasing Department no later than May 20, 2020 at 2:00 pm at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 202
Norwalk, CT 06856-5125

1.7 SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the opening at <http://www.norwalkct.org>. Results will not be provided over the phone.

CITY OF NORWALK

PURCHASING DEPARTMENT

SPECIAL NOTES:

- 1.) Pricing should be valid for 120 days.
- 2.) Copies of current certifications as applicable to this solicitation.
- 3.) Bids shall only be considered from single source apparatus manufacturers. A single source manufacturer shall be defined as a manufacturer who designs, engineers and manufactures the entire apparatus in the factory of the bidder. The use of commonly incorporated components such as the diesel engine, the transmission, the pump, lighting fixtures, etc. is acceptable. However, calling the cab/chassis/drivetrain or the outriggers/torque box/aerial device a "component" shall not be acceptable. Single source warranty and service provision from one manufacturer is mandatory to insure parts availability and undivided warranty responsibility. The purchaser shall be the sole judge in determining if a bidder meets the purchaser's definition of "single source manufacturer". There shall be no exceptions to these conditions.
- 4.) All bidders shall submit only one (1) bid, which meets or exceeds the specifications. Bids on alternate, stock or demonstrator units are not being solicited. Any such bids shall be considered non-responsive and shall not be considered. Total exception to the bid specifications will be cause for immediate rejection. There shall be no exceptions to these conditions.
- 5.) Bids shall only be considered from companies which have an established reputation in the field of fire apparatus construction and have been building fire apparatus for a minimum of 30 years. Bids shall only be considered from manufacturers who are full time fire apparatus manufacturers and who are current members of the Fire Apparatus Manufacturers Association (FAMA). Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be manufactured. Each bidder shall also show that they are in a position to render prompt service and to furnish replacement parts for said apparatus.
- 6.) The total price on the bidder's proposal sheet must include all items in the purchaser's specifications. Listing any requirement contained in the specifications as an option at additional cost shall automatically be cause for bid rejection.
- 7.) The purchaser reserves the right to reject any or all proposals, or to accept such proposal that, in the purchaser's sole opinion, is in the best interest of the purchaser. The purchaser does not, in any way, obligate itself to accept the lowest bid. The selection of the successful bidder will be based on a combination of factors which, in the purchaser's sole opinion, will best serve the purchaser's interest in obtaining the desired service levels. Factors that will be considered, but shall not be limited to, are: - Experience - Capability - Prices - Past performance - References - Responsiveness to the bid document - Delivery time - Quality of item(s) bid - Warranty Coverages - Service ability and location.
- 8.) All NFPA required documentation and certifications shall be supplied with the apparatus at the time of delivery.

CITY OF NORWALK PURCHASING DEPARTMENT

- 9.) **Submission:** As of 03/16/2020, the Norwalk City Hall is closed to the public. Please use a courier service to deliver the submission to the above address by the due date and time. Also, please upload an electronic copy to Bonfire by the due date and time.

Thank you for your consideration and we apologize for the inconvenience.

- 10.) **Public Opening:** Per the City of Norwalk Purchasing Guidelines (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidId=>). Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. Due to Norwalk City Hall being closed to the public as of 03/16/2020 and you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

**CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Bidder's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
Signature	Date

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CITY OF NORWALK

PURCHASING DEPARTMENT

1.1 RESPONSE FORM – BID #4021 Norwalk Fire Department - Ladder Truck

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

Qty	Year	Manufacturer/Model	Total Cost
1			

*Shipping & delivery cost to be included in Total Cost above

Delivery – _____ calendar days after receipt of contract

Warranty: Parts _____ months, Labor-_____ months, (attach statement detailing coverage for parts and labor (Note Section 3.22))

CITY OF NORWALK PURCHASING DEPARTMENT

PROJECT:	4021 Norwalk Fire Department - Ladder Truck
VENDOR NAME:	

Bid Security in the form of a (check one) is attached.		Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>		\$		per thousand dollars
Insurance Agency Name -			Tel.-	
Agency Address -				

Submitted by:

Print Name of Authorized Agent of Company	
Signature of Authorized Agent of Company	
Date	

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:		
2.	Number of personnel employed:	Part Time	Full Time

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
7. CT LICENSE/REGISTRATION NUMBER				
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name				
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

CITY OF NORWALK

PURCHASING DEPARTMENT

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

10. a.) Location of Manufacturer of the Ladder truck:

Firm's Name: _____

Address: _____

City/State/Zip _____

b.) Location of service center-

c.) Size of service center (sq. ft.) - _____

d.) Dollar value of parts relating to this bid in inventory \$ _____

e.) Number of full time mechanics employed qualified to handle this equipment:

Attach any additional information that demonstrates your qualification for this work including appropriate certifications.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

END OF SECTION

1.4 SAMPLE CONTRACT

The following document is the City's standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the "Contractor").

WITNESSETH:

WHEREAS, the City is in need of «Notes» (the "Project"); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, Contractor has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the Contractor set out in its proposal dated

«ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit 3**, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, annexed hereto and incorporated herein as **Exhibit 1**, Addendum No. 1 dated _____, annexed hereto and incorporated herein as **Exhibit 2**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that Contractor is retained on an on-call, as needed basis, solely for the purposes of performing the Services described herein. The Contractor's relationship to the City and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The Contractor shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. **COMPENSATION**

A. The Contractor shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of **«ContractBudgetInEnglish»(\$«ContractBudget»)** payable in accordance with the terms of the Contractor's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are fully completed to the satisfaction of the City, unless otherwise terminated by the parties hereto.

5. **TERMINATION AND SUSPENSION**

A. The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

B. The Contractor may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

6. **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggrievement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. **GENERAL PROVISIONS**

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

C. When the City shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

D. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

E. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. The Contractor shall indemnify, defend and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the Contractor, its agents, servants, representatives or employees arising out of the services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the City may suffer as a result of any negligent, willful or wanton action or omission by the Contractor or anyone in its employ or under its control, including any agent, employee or representative. The Contractor hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other requirement hereof, and shall not be limited by reason of any insurance coverage provided.

G. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

H. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

I. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

J. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. The City and the Contractor each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

L. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

M. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
City of Norwalk
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

O. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

P. The Contractor represents to the City as follows:

(i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

(ii) that the Contractor has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

(iii) that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

(iv) that this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered

in the Presence of:

Witnesses' signatures:

Name:

Name:

Witnesses' signatures:

Name:

Name:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____
«VendorName»

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Architect; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000) per claim limit and Five Million Dollars (\$5,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum One Million Dollars (\$1,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

1.5 INSURANCE REQUIREMENTS

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, it shall carry Umbrella/Excess Liability insurance providing for a total limit of Ten Million Dollars (\$10,000,000) coverage per Occurrence and Ten Million Dollars (\$10,000,000) Aggregate limits. Coverage includes, but it not limited to, claims for damages arising out of any Auto Liability and/or General Liability incidents.

The insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 2
PROJECT SPECIFICATIONS/SCOPE OF WORK

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the purchaser of a complete fire apparatus equipped as specified herein; with the intent to obtain the best results and the most acceptable apparatus for emergency service use in the community of the purchaser. These specifications cover the minimum general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design, engineering and construction of all features.

Y__N__

COMPLIANCE WITH NFPA 1901

The National Fire Protection Association Standard “NFPA 1901 - Standard for Automotive Fire Apparatus - Current Edition” (hereinafter referred to as NFPA 1901) in effect at the time of the purchase shall be used as a reference and its requirements shall be met by the bidder. Bidder shall construct the apparatus in accordance with federal and state laws effective at the time of purchase. Any federal, state or NFPA amended changes that shall affect the cost of producing said apparatus shall be charged to the purchaser. Mandatory minor apparatus equipment as stated in the applicable paragraphs (5.8, 6.7, 7.7, 8.8, 9.8, 10.5, 11.9 and respective subparagraphs) of the NFPA standard shall not be provided unless specifically stated and listed in purchaser's written specifications.

Any and all references to “NFPA 1901” within this document shall refer to the current edition of NFPA 1901 in effect at the time of the purchase.

Y__N__

PURCHASER’S NFPA 1901 RESPONSIBILITIES

In accordance with NFPA 1901, current edition, it shall be the responsibility of the purchaser to specify the following details of the apparatus:

- Its required performance, including where operations at or above elevations of 2000 ft. or on grades greater than 6 percent are required.
- The maximum number of firefighters to ride within the apparatus.
- Specific electrical loads that are to be part of the minimum continuous electrical load defined in 13.3.3 of NFPA 2003.
- Any hose, ground ladders, or equipment to be carried by the apparatus that exceed the minimum requirements of the NFPA 1901 standard in effect at the time of the bid. Equipment weight and location on the apparatus are the responsibility of the purchaser as a prerequisite of defining the loaded vehicle’s vertical center of gravity for rollover stability calculations, when required.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

ACQUAINTANCE WITH SPECIFICATIONS

It is the responsibility of the bidder to review all of the bidding requirements. Failure of a bidder to be acquainted with this information shall not relieve the bidder from any obligations of the bid requirements.

Y__N__

ERRORS AND OMISSIONS

Any error or omission in the specifications shall be reported immediately to the purchaser for correction, prior to bidding.

Y__N__

SINGLE SOURCE MANUFACTURER

Bids shall only be considered from single source apparatus manufacturers. A single source manufacturer shall be defined as a manufacturer who designs, engineers and manufactures the entire apparatus in the factory of the bidder. The use of commonly incorporated components such as the diesel engine, the transmission, the pump, lighting fixtures, etc. is acceptable. However, calling the cab/chassis/drivetrain or the outriggers/torque box/aerial device a "component" shall not be acceptable. Single source warranty and service provision from one manufacturer is mandatory to insure parts availability and undivided warranty responsibility. The purchaser shall be the sole judge in determining if a bidder meets the purchaser's definition of "single source manufacturer". There shall be no exceptions to these conditions.

Y__N__

PROTOTYPE OR EARLY PRODUCTION APPARATUS

No prototype, experimental or early production apparatus shall be accepted. The bidder shall demonstrate that they have successfully produced apparatus of the same design in the past, and that those apparatus have a repair history that is acceptable to the purchaser.

Y__N__

UNSOLICITED PROPOSALS

All bidders shall submit only one (1) bid, which meets or exceeds the specifications. Bids on alternate, stock or demonstrator units are not being solicited. Any such bids shall be considered non-responsive and shall not be considered. Total exception to the bid specifications will be cause for immediate rejection. There shall be no exceptions to these conditions.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

COMPANY OVERVIEW AND HISTORY

Each bidder shall include in their bid proposal a clear overview of their company's manufacturing history, particularly as it relates to the manufacturing of fire apparatus. The bidder shall also include specifics about the factory location in which the apparatus they are bidding will be manufactured.

Y__N__

RELIABILITY OF MANUFACTURER

Bids shall only be considered from companies which have an established reputation in the field of fire apparatus construction and have been building fire apparatus for a minimum of 30 years.

Bids shall only be considered from manufacturers who are full time fire apparatus manufacturers and who are current members of the Fire Apparatus Manufacturers Association (FAMA).

Each bidder shall furnish satisfactory evidence of their ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be manufactured. Each bidder shall also show that they are in a position to render prompt service and to furnish replacement parts for said apparatus.

Y__N__

MANUFACTURER'S LIABILITY

The bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under the contract.

Y__N__

DISCONTINUANCE POLICY

The apparatus manufacturer furnishes and installs components which are manufactured by 3rd Party Vendors. From time to time, these products are either changed or discontinued by the manufacturer. The apparatus manufacturer reserves the right to replace a discontinued 3rd Party Vendor manufactured component with an equivalent model.

Y__N__

STANDARD PLACEMENT OF COMPONENTS

Any deviation from the apparatus manufacturer's standard placement shall incur additional charges.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

BID SUBMISSION

Bidders are required to complete and return this bid document. Bidders are required to complete the Bidder Compliance column truthfully. If a bidder believes that they have met the intent of the specification paragraph, but do not meet the exact requirements of the specification, then they shall write "Exception" in the Bidder Compliance column and document that exception accordingly. Failure to adequately document an exception shall be considered a "Not Compliant" response. *BE ADVISED: This document, and all responses and exception taken therein, shall become part of the contract.*

Each bid shall be accompanied by a "Contractor's Proposal" consisting of a detailed description written by the manufacturer of the apparatus and equipment proposed and to which the apparatus furnished under contract shall conform. To facilitate accurate and timely bid evaluation, the Contractor's Proposal shall be ordered in the same sequence as the purchaser's bid specification. In no case shall a bidder submit a copy of the purchaser's specifications as their Contractor's Proposal. Failure to comply with these requirements shall be cause for bid rejection.

The total price on the bidder's proposal sheet must include all items in the purchaser's specifications. Listing any requirement contained in the specifications as an option at additional cost shall automatically be cause for bid rejection.

Y__N__

EXCEPTION TO SPECIFICATIONS

Any exception or variation in construction, performance, test or items of equipment between the purchaser's specification and the bidder's proposal shall be detailed and submitted as an exception. The following requirements shall be strictly adhered to:

- A. Exceptions will be allowed if they are equal to or superior to that specified and provided they are listed and fully documented and explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS". The exception list shall refer to specification page number and paragraph.
- B. All exceptions or deviations must be approved in writing by the Fire Department or the jurisdiction having authority. The purchaser shall be the sole judge as to whether an exception or variation meets or exceeds the specification and reserves the right to determine which, if any, exceptions or deviations are acceptable.
- C. Proposals taking total exception to specifications shall not be accepted.
- D. The apparatus shall be inspected upon delivery for compliance with the specifications. Deviations shall not be allowed and shall be cause for rejection of apparatus unless they were originally listed in bidder's proposal and approved in writing by the purchaser.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

BID SELECTION/AWARD CRITERIA

The purchaser reserves the right to reject any or all proposals, or to accept such proposal that, in the purchaser's sole opinion, is in the best interest of the purchaser. The purchaser does not, in any way, obligate itself to accept the lowest bid.

The selection of the successful bidder will be based on a combination of factors which, in the purchaser's sole opinion, will best serve the purchaser's interest in obtaining the desired service levels. Factors that will be considered, but shall not be limited to, are:

- Experience
- Capability
- Prices
- Past performance
- References
- Responsiveness to the bid document
- Delivery time
- Quality of item(s) bid
- Warranty Coverages
- Service ability and location

Y__N__

COMPLETION DATE

Each bidder shall include in their proposals the number of calendar days for delivery of the completed apparatus, from the receipt of the complete order and signed approval drawing.

Y__N__

PROPOSAL DRAWINGS

Full size, blueprint type drawings of the apparatus being proposed shall be submitted with the bid package. These drawings shall be drawn to scale on a CAD system to assure an accurate and professional drawing. The drawing shall show five (5) views of the vehicle (front, rear, both sides and top). The drawings shall show the wheelbase and overall dimensions of the apparatus, proposed compartment sizes and features, booster tank position and the location of all emergency warning equipment, work lights, seating and other major items that are to be provided on the apparatus.

Because these drawings are an important tool in the bid evaluation process, the drawings submitted shall be specifically for the apparatus being bid. Drawings that are "similar to" or general in design are not acceptable and shall be considered non-compliant and non-responsive.

The drawing shall also reflect the approved angle of approach and departures by engineering.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

TURNING RADIUS DRAWING

A turning radius drawing has been provided showing the turning radius of the vehicle as configured in the proposal. The diagram shall show the curb-to-curb and wall-to-wall clearance as well.

Y__N__

APPROVAL DRAWINGS

Following the completion of the pre-construction conference, three (3) sets of engineering, blueprint type drawings, specifically for this apparatus, shall be provided by the manufacturer and shall be approved by the Fire Department before construction begins. Both the Fire Department and the manufacturer's representative shall have a copy of this drawing. It shall become part of the total contract. These drawings shall be drawn to scale on a CAD system to assure an accurate and professional drawing. The drawing shall show five (5) views of the vehicle (front, rear, both sides and top). The drawings shall show the wheelbase and overall dimensions of the apparatus, final compartment sizes and features, booster tank position, the location of all emergency warning equipment, work and scene lights, and all changes, if any, mutually agreed to during the pre-construction conference.

Y__N__

PRE-CONSTRUCTION CONFERENCE

One (1) "Pre-Construction" conference trip for five (5) representatives of the purchaser shall be included in the bid. The conference shall be held at a company facility or an authorized representative's facility of the successful bidder, during normal business hours, Monday - Friday. All cost of transportation, meals and lodging shall be included. A distributor or sales representative shall accompany the purchaser on the trip. The conference shall be held prior to the commencement of any work being done on the apparatus. Factory sales and engineering personnel shall participate in the conference as needed to ensure that the apparatus fulfills all the requirements of the accepted bid. Authorized representatives from both the purchaser and manufacturer shall approve and sign any changes made during these meetings prior to the commencement of any work being done on the apparatus.

It is understood and agreed that delays beyond thirty (30) days of contract approval for Pre-Construction conference changes in specifications shall be cause for delay in delivery.

Y__N__

FINAL INSPECTION TRIP

One (1) "Final" inspection trip for five (5) representatives of the purchaser shall be included in the bid. The inspection shall take place at the successful bidder's company facility or an authorized representative's facility during normal business hours, Monday - Friday. All cost of transportation, meals and lodging shall the responsibility shall be included. A distributor or sales representative shall accompany the purchaser on the

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

inspection trip. The trip shall be of sufficient duration to complete the business required. The apparatus to be inspected shall be in finished condition and ready for shipment when the final inspection is conducted.

Y__N__

PRE-DELIVERY ROAD TRIP AND FINAL FACTORY CHECKLIST

Prior to delivery, the completed apparatus shall be thoroughly inspected by the factory. This inspection shall include road testing by the factory of no less than 100 miles. During the factory inspections and road testing, a checklist shall be utilized by factory personnel to document the inspection and road test results. The checklist shall include:

- Documentation of the make, model and serial numbers of all major components such as the engine, transmission, pump, axles, etc.
- Complete, comprehensive operational check of all chassis/drive train components and fluid levels.
- A comprehensive review of the entire exterior and interior of the apparatus for fit and finish, checked against the customer's pre-construction meeting approval specifications, and any ensuing change orders.
- A thorough test of all driving systems under actual highway and city driving conditions, for no less than 100 miles.

Y__N__

DELIVERY

The fire apparatus shall be delivered over the road and under its own power to insure proper break-in of all driving components while still under warranty. Rail or truck freight shipment of the apparatus is not acceptable.

Y__N__

FAMILIARIZATION

An experienced and qualified distributor or sales representative shall familiarize Fire Department personnel (as designated by the authority in charge) in the proper operation, care and maintenance of the apparatus delivered.

The representative must be a qualified, trained agent of the local authorized distributor or sales representative, or a direct employee of the manufacturer of the apparatus.

The familiarization period shall consist of three (3) sessions over a period of three (3) days, during the normal work week (Monday - Friday). The schedule of the instruction sessions shall be arranged by mutual agreement of the Fire Department and the delivering authority. The number, length and time of the sessions may vary due to the nature of the apparatus and availability of attendees and must be approved in advance. The balance of any time remaining in a session may be devoted to minor adjustments or corrections to the apparatus for items which may have developed while in transit from the factory.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

DOCUMENTATION - NFPA REQUIREMENTS

All NFPA required documentation and certifications shall be supplied with the apparatus at the time of delivery.

Y__N__

GENERAL DESIGN REQUIREMENTS

The design and layout of the apparatus specified herein has been carefully selected to meet the needs of the purchaser. Because the purchaser is buying a custom fire apparatus, it is expected that all bidders can provide and shall adhere to the details specified herein.

The specified apparatus shall be a custom cab type, designed and manufactured specifically for the fire service in North America. Modification of a conventional or commercial chassis is unacceptable. The apparatus shall meet or exceed the requirements of the NFPA 1901, current edition, in all respects.

The chassis shall be the bidder's "top of the line" deluxe custom model incorporating an all steel cab for strength, durability and safety. The cab and body sheet metal shall be constructed of stainless steel, no exception.

The purchaser requires a cab that is structurally sound and has the structural integrity to provide protection to properly seat belted firefighters in the event of a rollover, impact with a heavy object or collision.

The specified apparatus shall be designed to be fully operational in the local climate of the purchaser. There shall be no exceptions to these conditions.

Y__N__

GROSS VEHICLE WEIGHT

The manufacturer shall be responsible for proper weight distribution upon the chassis and axles.

The apparatus when loaded, shall have not less than 25% nor more than 45% of the weight on the front axle and not less than 55% nor more than 75% on the rear axle. The successful bidder shall furnish a certified weight certificate showing weights on front axle, rear axle and total weight for the completed apparatus at time of delivery, with water and fuel tanks full, but without personnel, equipment and hose.

In accordance with NFPA 1901, it shall be the responsibility of the purchaser to notify the manufacturer in the purchaser's specification of any hose, ground ladders, or equipment to be carried by the apparatus that exceeds the minimum requirements of the NFPA 1901 standard in effect at the time of the bid.

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Y__N__

IN-SERVICE WEIGHT CALCULATION

The successful bidder shall furnish a weight calculation showing weights on the front axle, rear axle and total weight for the completed apparatus as specified by the purchaser, with water and fuel tanks full, equipment and hose. This calculation shall be available for the pre-construction conference.

For the purpose of calculating the in-service weight, firefighter weight shall be calculated at 250 pounds per crew member, including SCBA. If a hose load is not provided, the minimum hose load required by NFPA 1901 shall be used for the calculation. If a loose equipment load is not provided, including its location on the vehicle, the NFPA 1901 load amount based on the cube of the body shall be used.

Y__N__

CUSTOMER DECLARED EQUIPMENT WEIGHT

The customer declared equipment weight shall be from 0 to 1250 pounds. This weight shall be evenly distributed.

Y__N__

VEHICLE PERFORMANCE ANALYSIS

A performance analysis report shall be run on the vehicle, as ordered, using computer software to determine top speed, gradeability, optimum shift points and acceleration on various grades. The report shall be delivered with the completed vehicle, but shall be available within thirty (30) days of the pre-construction conference.

Y__N__

APPARATUS OVERALL HEIGHT - **CRITICAL MEASUREMENT**

The overall height of the completed apparatus shall not exceed **One Hundred Thirty One (131) inches**. This measurement shall be taken with the water tank empty and no hose, equipment or personnel on the apparatus. All permanently mounted equipment shall be in the stowed/travel position.

Y__N__

APPARATUS OVERALL LENGTH - **CRITICAL MEASUREMENT**

The overall length of the completed apparatus shall not exceed **Six Hundred Seventy Two (672) inches**. This measurement shall be taken with all permanently mounted equipment in the stowed/travel position.

GENERAL CONSTRUCTION, QUALITY AND WORKMANSHIP

The design and construction of the apparatus shall embody standard automotive heavy vehicle engineering practices. The apparatus shall be designed, engineered and

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constructed with due consideration for the severe service nature of the fire service. All parts of the apparatus shall be installed in accordance with the OEM specifications and shall be strong enough to withstand the general service under full load for twenty (20) years.

Distribution of load between the front and rear axles shall be engineered so that all specified equipment, including a filled water tank, full complement of personnel and fire hose shall be carried without damage to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association and current standard automotive practices.

The workmanship shall be of the highest quality in its respective field. In order to assure the quality that the purchaser demands and expects, all welding personnel that shall be utilized in the fabrication and construction of structural components of the apparatus chassis, body and aerial device shall hold a valid certificate from the AWS - American Welding Society.

The apparatus shall be designed to conform to the intent of ANSI and NFPA 1901 standards. The following design criteria shall be applicable to this specification to the extent specified herein:

- American Society for Testing Materials (ASTM) - A-36, Specification for Structural Steel
- Society of Automotive Engineers, Inc. (SAE) - SAE Handbook
- American Welding Society (AWS) - AWS014.4-77 Classification and Application of Welded Joints for Machinery and Equipment
- American Society for Non-Destructive Testing (ASNT)
- ASNT Guidelines; Procedure SNT-TC-1A

The apparatus shall have symmetrical proportions and a pleasing appearance as a result of design detail and fit/finish quality. The apparatus shall be engineered with firefighter safety as the top priority. Ease of operation and ease of maintenance shall also be considered in the apparatus design, but shall not compromise safety. No special tools shall be required to access normal service or maintenance items.

All sensitive components shall be protected against adverse weather conditions. Any exposed metal surface which is not painted or otherwise coated shall have a bright finish. Corrosion protection shall be provided between any dissimilar metals joined in the construction of this apparatus.

Y___N___

DRIVELINE VIBRATION TESTING

The apparatus shall be tested for the level of vibration on power train and drive line components such as the engine, transmission, drive shafts, axles and tires, after construction. The test shall be performed using dedicated sensing devices and software on a pre-defined test route and under various regular driving conditions, including speeds, acceleration and braking. The apparatus shall have all major components and most features completed at the time of the test. The apparatus shall be loaded to simulate an in-service condition.

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Y__N__

STEPPING SURFACE CERTIFICATION

The manufacturer shall provide at time of delivery of the apparatus, a certification that all materials used for exterior surfaces designated as stepping, standing and walking areas, all interior steps and all interior floors meet the slip resistance requirements of the applicable edition and section of NFPA 1901.

Y__N__

PUMP TEST AND CERTIFICATION

The fire pump shall be third party tested at the apparatus manufacturer's facility and shall conform to NFPA requirements and standards. Copies of all tests and the manufacturer's record of pump construction details shall be provided with the delivery documentation.

Y__N__

PERFORMANCE REQUIREMENTS AND TEST - NFPA

A road test shall be conducted with the apparatus loaded per NFPA recommendations (unless otherwise specified) and a continuous run of ten (10) miles or more shall be made during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus.

The apparatus must 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.

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

The apparatus shall be able to maintain a speed of 20 mph on any grade up to and including 6%.

The service brakes shall be capable of stopping the fully loaded vehicle in 35 feet at 20 mph on a level concrete highway.

The apparatus shall be tested and approved in accordance with NFPA standard practices.

Y__N__

FAILURE TO MEET TEST

In the event that the apparatus fails to meet the road test requirements of these specifications upon delivery, during the first trials, second trials may be made at the option of the bidder within 30 days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection of the apparatus. Permission from the manufacturer to keep or store the apparatus in any building owned or occupied by the purchaser or its use by the Fire Department during the above specified period shall not constitute acceptance

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Y__N__

GENERAL

Chassis shall be a new, heavy-duty, custom fire apparatus design built expressly for the fire service. All standard components that have not been specified shall be provided.

Chassis shall be designed, engineered and built by the bidder and be the manufacturer's first line custom chassis.

The chassis shall be suitable for heavy duty service with all components having adequate strength and capacity for the intended load to be sustained and the type of service required.

Y__N__

WHEELBASE

The Tractor wheelbase shall be: One Hundred Fifty (150) inches.

The Trailer wheelbase shall be: Three Hundred Five (305) inches.

Y__N__

SEATING CAPACITY

The safe seating capacity of the cab for properly belted passengers shall be: Six (6)

Y__N__

APPROACH - DEPARTURE ANGLES

An angle of approach and an angle of departure of at least 8 degrees shall be maintained at the front and the rear of the vehicle when it is loaded to the estimated in-service weight, as defined by NFPA 1901 current edition.

Y__N__

GROSS VEHICLE WEIGHT RATINGS

Front Tractor Weight Rating shall be: **[20,000]**

Rear Tractor Weight Rating shall be: **[31,500]**

Tiller Axle Weight Rating shall be: **[21,500]**

Gross Vehicle Weight Rating shall be: **[73,000]**

Y__N__

FRAME

The chassis frame shall be built with two steel channels with a minimum of five (5) cross members. Pump shall not be counted as a cross member. The side rails shall be of heat treated steel. Each rail shall have a section modulus of 16.4, a minimum elastic limit of 120,000 PSI and a minimum resisting bending moment of 2,124,000 inch pounds. The cross members shall be of heavy duty, fabricated, all-welded design, made out of a minimum of 50,000 psi material. The frame and cross members shall be a bolted assembly utilizing 5/8" flange head grade eight bolts and Spiralock® flange nuts. Spiralock® nuts shall be used exclusively in the frame assembly for mounting spring hangers, steering gear, engine, transmission, etc. because of their ability to maintain a constant torque tension and prevent vibration loosening. Their design shall provide for an

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even thread load distribution over the bolt, increased fatigue strength and life, and clamping torque. All holes made must be used and any holes in the frame for options not required on this chassis are not acceptable.

Frame rails less than or equal to 480" in length shall receive a duo-coat primer: an E-coat followed by a powder coating. This duo-coat process meets 1000 hours of salt spray testing per ASTM B117 test procedure. Frame rails greater than 480" in length shall be powder coated only. The inside of the rails shall be hand re-sprayed to insure coverage. This process meets 240 hours of salt spray testing per ASTM B117 test procedure.

Y__N__

BUMPER

A heavy duty 10-1/4" high x 1/4" thick painted steel bumper shall be mounted to the front of the chassis and be fabricated in the factory of the bidder. The bumper shall be channel shaped with 2" flanges and its ends shall be angled 45 degrees for a distance of 5". The bumper shall be painted to match the lower cab color.

As part of the bumper extension, a second formed channel with 2" flanges shall be provided directly behind the full width of the flat portion of the bumper. The bumper extension support shall be of channel (minimum 9-7/16" x 3" x 3/8") construction, bolted to the chassis frame stub. A 3/16" aluminum tread plate gravel pan (deck) contoured to fit just below the front face of the cab and just below the upper bumper flange shall be provided. The gravel pan shall not be fastened to the top flange of the bumper.

Y__N__

12" BUMPER EXTENSION

A bumper extension shall be installed at the front of the cab. The front of the bumper shall be approximately 12" from the front face of the cab. A gravel pan made of 3/16" aluminum tread plate shall be installed between the front bumper and the cab. The bumper extension shall be designed and constructed so that the apparatus can be pulled by the extension.

Y__N__

LIFTABLE AND TOWABLE BUMPER EXTENSION

The bumper extension shall be designed and constructed so that the apparatus can be lifted and towed by the extension. The bumper extensions shall be constructed with a heavy duty structure so as to allow the gravel pan to support weight and additional options. There shall be no exceptions to these conditions.

Y__N__

RECESSED NOTCH IN FRONT BUMPER FOR LEFT SIDE Q2B SIREN

A recessed notch shall be cut into the left side of the front bumper and gravel pan for a Q2B siren. It shall be boxed in on the three vertical sides with aluminum tread plate.

Y__N__

FAMA26 NO-STEP SIGN

In accordance with NFPA 1901 chapter 15.7.1.6, a FAMA26 "No-Step" sign shall be attached to the top of the gravel pan. The sign reads: "Fall Hazard-Railings NOT

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provided. Surface may be slippery - Not intended for stepping, standing or walking. Fall will injure or kill".

Y__N__

FRONT TOW EYES

Two (2) painted "cut plate elongated-style" type tow eyes shall be furnished. They shall be installed under the aluminum tread plate "gravel" pan, behind bumper. The eyes shall be fabricated of 1" thick steel plate with a 3" diameter opening. They shall be painted to match the frame/undercarriage.

Y__N__

REAR TOW EYES

Two (2) rear tow eyes, bolted to the frame rails, one (1) each side shall be provided. The eyes shall be fabricated of 1" heavy duty steel plate, with a 3" diameter opening designed so that stress will be applied to each chassis frame rail, when utilized. They shall be painted to match the lower body color.

Y__N__

STEERING

A heavy duty power steering system shall be provided. The hydraulic pump shall be engine gear driven. The steering gear "box", or fixture that the gear is mounted to, shall be fabricated in the factory of the bidder. It shall be a welded assembly constructed of 3/8" formed steel with a 3/4" face plate. Vertical gussets shall be provided between the face plate and the frame mounting plate to insure against frame flex while the vehicle is stationary.

Y__N__

AUXILIARY CYLINDER FOR POWER STEERING

An auxiliary power assist cylinder shall be provided in the power steering system.

Y__N__

CHASSIS ALIGNMENT

The chassis frame rails shall be cross checked for length and square. Front and rear axles shall be laser aligned. The front axle shall be aligned at the manufacturer's facility.

Y__N__

AIR PIPING

The service brake system shall be full air type. The system is to meet or exceed current FMVSS-121 requirements. Other components or accessories shall be as follows:

- Pressure protection valve
- Quick build up system
- Engine mounted, gear driven air compressor
- Bendix Model E-6 dual circuit brake treadle valve
- Two (2) air pressure gauges on cab dash with indicator light and buzzer
- Air reservoirs with capacity to meet FMVSS-121

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Brake piping shall consist of SAE approved, DOT rated "Synflex" reinforced nylon colored tubing. Braided hoses shall provide flexibility between axle and frame connections. Brake air lines shall be color-coded. Air inlet to air brake compressor shall be from the engine intake manifold, i.e. after transition through the engine air cleaner. A stainless braided Teflon hose and/or copper tubing shall be provided from the compressor to the air dryer. Fittings shall be brass.

The parking brake system is to be the spring set type operated by control valve on driver's console. A brake indicator light shall also be provided.

The parking brake shall lock up both the tractor drive axle and the trailer axle.

Y__N__

MAIN AIR SYSTEM DRAIN VALVE(S)

The drain valve(s) on the main air system reservoirs shall be cable controlled. The pull cable shall be extended to the side of the truck with a loop provided at its end. It shall be labeled: Drain Daily.

Y__N__

TRAILER AIR SYSTEM DRAIN VALVE(S)

The drain valve(s) on the trailer air system reservoirs shall be cable controlled. It shall be mounted in front of the tiller axle. The pull cable shall be extended to the side of the truck with a loop provided at its end. It shall be labeled: Drain Daily.

Y__N__

WET TANK

A 1250 cubic inch wet air tank shall be provided with the air system.

Y__N__

WET AIR RESERVOIR DRAIN CONTROL

A cable controlled drain valve shall be provided on the wet tank. The pull cable shall be extended to the side of the truck with a loop provided at its end. It shall be labeled: Drain Daily.

Y__N__

ADDITIONAL AIR RESERVOIR

One (1) additional 1770 cubic inch air reservoir(s) shall be provided and installed. Each extra reservoir shall be isolated and be plumbed with an 85 PSI pressure protection valve on the reservoir supply side.

Y__N__

One (1) drain valve(s) on the isolated air reservoirs shall be cable controlled. The pull cable(s) shall be extended to the side of the truck with a loop provided at its end. They shall be labeled: Drain Daily.

Y__N__

Air reservoir tank shall be used for air horn and air outlet.

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OFFICER'S EMERGENCY BRAKE CONTROL

Y__N__

An additional emergency brake control shall be provided on the right hand side of the cab dash in easy reach of the officer. Control shall actuate the rear axle spring brakes only. In addition, the control shall disable the driver's accelerator pedal and shift the transmission into neutral. Brake control shall be a heavy duty toggle type electrical switch equipped with a spring loaded safety cover to prevent accidental brake engagement. Cover shall be red in color. Control switch shall have an identification label and a warning that it is "For Emergency Use Only". A red LED light shall illuminate when the brake is activated,

Y__N__

AIR DRYER

A Meritor WABCO 1200 System Saver air dryer shall be installed in the air brake system. It shall have a minimum capacity of 30 cfm air flow. Dryer shall be equipped with an integral, automatic, 12 volt heated moisture ejector which is thermostatically controlled. System shall include a pressure controlled check valve installed between the wet tank and the secondary air reservoir.

Y__N__

AUXILIARY AIR OUTLET

There shall be a 1/4" female air outlet with NPT plug mounted towards the front of the driver's side step well. A 1/4 turn shutoff valve shall be located adjacent to the outlet. The outlet shall be connected to the apparatus air reservoir tank.

Y__N__

KUSSMAUL AIR EJECT FOR AIR INLET

There shall be an auxiliary air inlet installed to maintain the chassis air pressure while the engine is not running. A Kussmaul Air Eject model #091-28 and weather proof adapter kit model #091-28-AK for the air inlet shall be provided on the cab, behind the driver's door over the front wheel.

Y__N__

The cover of the Air Eject shall be gray in color.

Y__N__

FRONT AXLE

A Meritor MFS front axle with a 20,000 pound rating shall be provided. It shall include composite low-friction bushings with diagonal grooves to better distribute lube, camber settings of +1/4 degree for both left and right sides to help improve tire life and a large diameter, heat treated kingpin with a lube retaining seal.

DISC BRAKES

The front axle shall be provided with Meritor #EX225H air disc brakes with internal automatic adjustment, sealed synchronized twin pistons and robust sealing of slide pins for environmental protection. The #EX225H air disc brakes shall have 17" rotors and a fully sealed lever mechanism with variable mechanical ratio. A visual indicator of brake wear shall also be provided.

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FRONT SEMI-ELLIPTICAL SPRING SUSPENSION, 4" X 52"

The front suspension shall be semi-elliptical 4" x 52" constant rate type springs with a military wrapped eye. The correct material, spring length, width, thickness and number shall be provided to match the leaf spring rating with that of the gross axle weight rating of the vehicle.

SHOCK ABSORBERS

Gabriel heavy-duty telescoping shock absorbers shall also be provided on the front axle.

Y__N__

WARRANTY

Meritor Corporation provides a two (2) year parts and labor warranty on the front axle.

Y__N__

WARRANTY

Meritor Corporation provides a three (3) year parts and labor warranty on the EX225H disc brakes.

Y__N__

AUXILIARY AIR APPLIED FRONT AXLE PARKING BRAKE

An auxiliary air applied front axle parking brake shall **automatically apply when parking brake is engaged**. This front parking brake will only be able to be activated when the parking brake for the rear axle is set.

Y__N__

FRONT AXLE OIL SEALS

The front axle shall be equipped with oil type seals with viewing windows.

Y__N__

REAR AXLE

The rear axle shall be a Meritor model RS30-185 with a capacity of 31,500 pounds at the hub. The rear axle shall include 16-1/2" x 7" S-Cam brakes with dust shields and automatic slack adjusters. Stroke indicators shall be incorporated to provide a visual indicator of brake wear.

All axles shall be purchased complete from and certified by the axle manufacturer for the specific application. Brake chamber brand and size shall be determined by the axle manufacturer.

Y__N__

All axle applications must be certified by the axle manufacturer.

Y__N__

REAR AXLE RATIO

The rear axle ratio shall be determined at the time of order.

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ROAD SPEED

Y__N__

Per NFPA, the maximum top road speed shall be 60 mph.

ANTI-LOCK BRAKING SYSTEM (ABS)

Y__N__

The vehicle shall be equipped with dual WABCO anti-lock braking system (ABS). The tractor ABS shall provide four (4) channel anti-lock-up braking control on the (2) front and (2) rear wheels. The trailer ABS shall provide two (2) channel anti-lock-up braking control on the tiller steer axle's (2) wheels and shall be linked to the tractor system via permanent cabling. The system shall employ a digital electronics system with microprocessor controls divided into two (2) diagonal circuits. In the event of one circuit's malfunction the second circuit shall operate unaffected. Each wheel shall be constantly monitored by the system when the vehicle is in motion. When any wheel begins to "lock-up" during braking a signal shall be transmitted to the processor from the wheel sensor. The control unit shall instantly reduce the braking force applied to the wheel and immediately re-apply braking force so that the wheel rapidly slows without locking. The system shall control all wheels simultaneously to provide maximum vehicle braking in a relatively straight line.

An ABS warning light shall be installed in the warning light panel of the driver's dash.

The ABS system shall automatically disengage the auxiliary braking system whenever the anti-lock braking mode is active.

WARRANTY

Y__N__

A three (3) year or 300,000 miles parts and labor warranty shall be provided by Meritor WABCO Vehicle Control Systems for the Anti-Lock Braking System (ABS).

WARRANTY

Y__N__

Meritor Corporation provides a two (2) year parts and labor warranty on the rear axle.

VEHICLE STABILITY COMPLIANCE

Y__N__

In compliance with NFPA 1901, current edition, the vehicle stability compliance shall be performed on a tilt table.

AUTOMATIC TRACTION CONTROL WITH DEEP SNOW AND MUD SWITCH

Y__N__

Automatic Traction Control, working in concert with the ABS system, shall be provided which shall reduce wheel slip on acceleration on wet or slippery road conditions. A light shall illuminate on the driver's dash when the drive wheels slip during acceleration.

A deep snow and mud option switch shall be provided in addition to the ATC option. This function increases available traction on extra soft surfaces like snow, mud or gravel

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by slightly increasing the permissible wheel spin.

Y___N___

SKF LUBRICATION SYSTEM

The SKF automatic lubrication system shall provide automatic grease applications up on the unit, with the recommended dosages, per system interval cycle.

The auto lube system shall be powered by an electrically driven Gear Pump. The gear pump shall be top mounted to a reservoir assembly with a capacity of 6 liters. The pump shall operate against a back pressure of 38 BAR (550 PSI) nominal, with an output of 160 cc/min. The pump assembly shall be mounted in a suitable location to facilitate care and maintenance of the system by removal of the cover assembly for access to the refill valve connection for replenishment of the grease reservoir.

Distribution of lubricant shall be via Piston Distributors utilizing the “post lubrication principle”, dispensing lubricant on the off cycle of the system or pump run time, with metering nipples bearing dosage identification which can be field changeable without disruption of other lubrication point connections.

The auto lube system shall be operated via an electronic control module with System Monitoring capabilities of the main line and operating cycle with dash mounted visual indication to the vehicle operator. The control module shall have LED's and a system reset button to initiate a lube cycle for diagnostic purposes and/or reset the control module in the event a system fault has occurred. Upon a fault, the system is inoperable until the fault has been corrected and a system reset has been initiated by the operator or serviceman.

On the front axle, the following items shall be lubricated, as standard: drag link, tie rod, spring and shackle pins and the steering assist cylinder. The following items shall also be lubricated, if present: s-cam brakes and slack adjusters. The kingpins shall be lubricated, as standard, only if on a Meritor axle; kingpin lubrication on a Dana axle voids the warranty.

On the rear axle, if present, the following items shall be lubricated: s-cam brakes and semi-elliptical spring suspension.

On the tiller steer axle, the following items shall be lubricated, as standard: kingpins, drag link, tie rod and steering assist cylinder. The following items shall also be lubricated, if present: s-cam brakes and slack adjusters.

Y___N___

The auto lube system reservoir shall be located aft of the driver's side drive axle fender.

Y___N___

DRIVER CONTROLLED DIFFERENTIAL LOCK

The drive axle shall be equipped with an air actuated supplemental traction device that locks the differential case gears and axle shafts via the clutch collar, maximizing traction and control to both right and left side wheel sets, in low speed operation. The lock position shall also protect against spin out damage to the differential. A dash mounted

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locking rocker switch, to prevent accidental activation, with an indicator "on" light shall engage and disengage the lock.

It is understood that the DCDL is a short time period traction enhancement and should only be engaged when very slippery road surface conditions exist and at speeds under 25 mph.

Y__N__

ONSPOT AUTOMATIC SNOW CHAINS

Onspot automatic snow chains shall be provided in front of the rear axle of the vehicle. An electric locking rocker switch shall be mounted in the cab to provide 12 volts to an air solenoid mounted on the vehicles frame. Compressed air to the solenoid from the vehicle's onboard air system shall activate the chains. When the chains are deactivated, the solenoid exhausts the air provided to the chain units and self-contained return springs bring the chain wheels back to their nested position.

Y__N__

REAR SUSPENSION

A Neway AD-130 heavy duty 31,000 lb. capacity air ride suspension shall be used. The assembly utilizes air springs and a parallelogram framework design that reduces driveline wear and vibration while maintaining a constant pinion angle. The air ride offers a smoother ride with less stress on truck components. It eliminates tire hopping and helps provide superior traction to the wheels.

Y__N__

FRONT TIRES

The two (2) front tires shall be Goodyear 385/65R22.5 G296 MSA, load range "J", with on-off highway tread. This tire has a nominal rating of 9,370 pounds at a top speed of 68 mph and an intermittent fire service rating of 10,025 pounds at a top speed of 68 mph.

Y__N__

REAR TIRES

The four (4) rear tires shall be Goodyear 315/80R22.5, Endurance TSD

Y__N__

WHEELS

Wheels shall be steel disc type and hub piloted. Wheels shall be painted job color. Chrome plated nut covers shall be furnished.

Y__N__

FRONT AXLE "BABY MOON" HUB CAPS

Stainless steel "Baby Moon" type hub caps shall be provided on the front axle. The hub caps shall be cut out for viewing of the front axle oil seals.

Y__N__

REAR AXLE "HIGH HAT" HUB CAPS

Stainless steel "High Hat" type hub caps shall be provided on the rear axle(s).

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Y__N__

TIRE PRESSURE INDICATORS

Tires shall have non-pressure indicators installed for shipment.

Accu-Pressure Heavy Duty Safety Caps shall be provided and shipped loose. This valve stem inflation pressure sensitive monitor shall provide a visual color indication of when the tire pressure is below the manufacturers recommended level. The chrome safety cap shall show green when the tire is properly inflated and red once the tire becomes under inflated.

All inner wheels shall be equipped with a valve stem extension that shall allow the inner wheel to be filled without removing the outer wheel.

Y__N__

TIRE BALANCE

EQUAL Tire Performance Balancing Compound shall be inserted into the front tires to balance and maintain a vibration-free rotation.

Y__N__

ENGINE

The chassis shall be powered by an EPA17/OBD17 certified and compliant Cummins X12 diesel engine, as described below:

Model	X12
Number of Cylinders	Six
Bore and Stroke	5.2 x 5.67 in
Displacement Liter (Cu. In.)	11.8 (720)
Rated BHP	500 @ 1800 RPM
Torque	1695 ft.lb. @ 1000 RPM
Governed RPM	2000
Oil Capacity / Type	10.5 gallons / SAE CK-4
Fuel Requirement	Ultra low sulfur diesel (15 ppm max.)

Standard equipment on the engine shall include the following:

- Selective Catalytic Reduction (SCR) after treatment
- Cooled Exhaust Gas Recirculation system
- Fan – 32”, 11 blade
- Charge air cooling
- High pressure, common rail fuel system
- Fuel filter with check valve and water separator
- Fuel strainer
- Governor – electronic, interact system
- Injectors – electronically controlled full authority injection
- Lube oil cooler – integral
- Lube oil filter – full flow
- Turbocharger – variable geometry type

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Air compressor – Wabco 26.0 CFM

The engine exhaust system shall be a horizontal design constructed from heavy-duty truck components. Flexible couplings shall be utilized to absorb the torque and vibration of the engine. The outlet shall be directed to the forward side of the rear wheels, exiting the right side, with a straight tip. A heat-absorbing sleeve shall be used on the exhaust pipe in the engine compartment area to reduce stored heat, providing protection for the alternator, and also to protect hands when checking or adding oil in the engine compartment.

ENGINE AND CHARGED AIR COOLING SYSTEMS

A serpentine core type radiator with continuous louvered copper fin design shall be provided. Radiator shall be fitted with formed steel side frames. The top tank shall have a built-in de-aeration system. A drain shall be located at the lowest point.

The engine charged air heat exchanger shall be located directly in front of the radiator and be bolted to its side rails. It shall be all aluminum-brazed construction. Air cooler shall be cross flow design with cast aluminum side tanks, horizontal inlet and outlet at top and aluminum louvered serpentine external air fins. Plastic tanks shall not be acceptable, no exceptions. Cooler tubers shall also be constructed of aluminum and have internal fins that eliminate laminar airflow.

The charge air cooler and the radiator shall be produced by the same manufacturer as a single assembly to provide continuity throughout the cooling system. This shall ensure a certified “balanced” package for the chassis engine air and fluid cooling systems.

The radiator and charger cooler shall be mounted to the chassis stub. Fabricated mounting bracket for the fans ring shall be attached to the front of the engine in a manner so that it “floats” with the engine and increases the fan’s efficiency by tightening the tip clearance. This mounting design eliminates engine fan and radiator shroud contact due to engine torque movement and promotes more efficient airflow. The radiator and charger cooler shall be held in place at the bottom by two (2) large bolts equipped with anti-stress rubber biscuits. The top of the radiator shall be supported by two (2). 3/4” tubular braces, bolted to the chassis stub. Anti-vibration rubber biscuits shall be installed at the top threaded end of the braces where they attach to the radiator.

Y__N__

ENGINE COOLING CERTIFICATION

"EPQ" (End Product Questionnaire) certification shall be provided by the chassis manufacturer. Certification shall be documented with reference to each specific chassis model by the chassis manufacturer.

Y__N__

FAN CLUTCH

A fan clutch shall be provided for the engine cooling fan. The viscous clutch shall be of a failsafe design, in that it shall fail in the "on" mode and thus prevent overheating in the event of component failure. Manufacturer shall also wire the clutch so that it remains

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"on" in the pumping mode to prevent water pressure fluctuations.

Y__N__

TRANSMISSION

An Allison, Model 4000 - EVS, electronically controlled automatic transmission with integral fluid filter shall be provided. A transmission cooler shall be installed in the radiator bottom tank. A warning light and buzzer shall be provided on the cab dash to alert the driver should the transmission overheat.

The transmission shall include the following: an oil life monitor, a filter life monitor, and a transmission health monitor. The oil life monitor determines fluid life remaining by monitoring various operating parameters. The filter life monitor determines when fluid filter(s) need to be replaced. The transmission health monitor determines when clutch system inspection is required. The monitors send a message via a blink code to a special prognostic light on the shift pad. Also on the shift pad shall be installed a digital, double-digit display that identifies the level of transmission oil. The display shall identify the oil level as "Ok", "Lo" or "Hi", also indicating the number of quarts lo or hi.

The transmission shall include the following emergency vehicle specifications:

Maximum gross input power:	600 hp
Maximum gross input torque:	1850 ft.lb.
Input speed range:	1700 to 2300 rpm
Direct gear lock-up:	4 th @ 1.00 to 1.00
Overdrive gear and ratio:	5 th @ 0.74 to 1.00

Gear ratios shall be as follows:

1 st	3.51 to 1
2 nd	1.91 to 1
3 rd	1.43 to 1
4 th	1.00 to 1
5 th	0.74 to 1
6 th	0.64 to 1
Rev	-4.80 to 1

The transmission shall automatically shift into neutral whenever the chassis parking brake is applied.

Y__N__

TRANSMISSION FLUID

The Allison 4000-EVS transmission shall be delivered from the factory with a synthetic SAE standard ATF, Transynd.

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TRANSMISSION PROGRAMMING

Y__N__

The transmission shall be programmed as a 5-speed with 5th gear (overdrive) selected by mode button only.

TOUCH PAD TRANSMISSION SHIFT CONTROL

Y__N__

Touch pad control shift module shall be mounted to the right of the driver on the console and be indirect lighted for after dark operation.

WARRANTY

Y__N__

Allison provides a 5 year warranty on the EVS transmissions. See warranty certificate for complete details.

DRIVELINE

Y__N__

Drivelines shall be built with heavy-duty metal tubes and utilize Spicer 1810 series or "Equal" mechanics type universal joints with "half round" end yokes. This quick disconnect strap and bolt design type end joint shall allow the driveline to be easily disassembled and dropped straight down for ease of service and maintenance. They also shall be dynamically balanced by the truck manufacturer before installation in the chassis. A splined slip joint is to be provided in each shaft assembly. A grease zerk shall be provided for lubrication of the slip joint.

DRIVESHAFT DROP GUARD

Y__N__

One (1) drive shaft drop guard shall be provided in the middle of the drive shaft to prevent damage to the vehicle should the drive shaft fail. It shall be constructed of 2" x 1/2" steel bar stock. It shall be a two piece design with one straight bar installed over the drive line with formed ends bolted to the frame side rails. The other piece shall be "U" shaped with the drive line running through it. Its top shall be flanged and bolted to the other cross member so that it may be removed if drive shaft requires servicing.

Identify which drive shafts require the drop guard: Rear Shaft

FUEL WATER SEPARATOR WITH ALARM

Y__N__

A Fleetguard FH230 Series (Davco Fuel Pro® 382) top load 7 micron filter with fuel water separator, water sensor alarm and 12V fuel heater shall be mounted in a serviceable and accessible location, that the cab may need to be tilted for.

The filtering system shall be remote mounted on the chassis and shall include the check valve. The system shall have a drain valve and aluminum housing.

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ENGINE STARTER

Y__N__

A Delco, 12 volt, 39 MT-HD starter shall be installed.

AIR COMPRESSOR

Y__N__

A Wabco 26.0 cfm air compressor shall be furnished. The air compressor shall be gear driven off the engine.

EXHAUST

Y__N__

A single exhaust module containing an SCR chamber and a DPF chamber shall be installed on the right side of the vehicle, immediately behind the cab. The exhaust module shall ingest urea from a remote storage tank to remove NOx from the exhaust. The exhaust assembly shall be mounted outboard of the frame rail.

TELMA FOCAL RETARDER

Y__N__

A Telma Focal retarder shall be installed in the drive line to provide an auxiliary braking device for the vehicle. Telma application shall be achieved by depressing the brake pedal. There shall also be a four lamp indicator system to indicate the progressive stages of vehicle retardation. A momentary on/off switch with indicator light defaults on, resetting with the battery switch. The retarder shall be reset with the ignition or by pressing the switch a second time. The Telma relay box shall be mounted at the manufacturer's discretion in an easily accessible location for service.

The Telma operation shall be first two stages off throttle.

WARRANTY

Y__N__

Cummins provides a 5 year or 100,000 mile warranty on the X12 engine. See Cummins Warranty Certificate for complete details of terms, conditions and deductibles.

COOLANT OVERFLOW RESERVOIR

Y__N__

A six (6) quart coolant overflow reservoir shall be provided. It shall be located in the engine compartment.

SILICONE HOSES

Y__N__

All hoses in the cooling system shall be silicone type with stainless steel constant torque Oetiker clamps.

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Y__N__

FUEL SYSTEM

The vehicle shall be furnished with a 50 gallon fuel tank mounted behind the rear tractor axle and just below the frame rails using a stainless steel strap. The tank shall be constructed of stainless steel and equipped with a swash partition and vent. The fuel tank shall meet all FHWA requirements including a fill capacity of 95% of tank volume and all DOT and FMVSS regulations for rollover protection. A 2" diameter fill inlet, located on the top of the tank, shall be provided. Fuel cap shall be of brass or bronze construction, non-vented and have lead safety fuses. It shall be chained to inlet tube or to the body sheet metal to prevent loss. Braided hoses shall be provided for the fuel lines. A 1/2" NPT drain plug shall be located at the bottom of the tank. The tank shall be installed using stainless steel straps and hardware, separated from the tank by a rubber insulating strip to prevent against chaffing. The fuel tank pickup tube and sending unit shall be accessible without having to remove the tank.

Y__N__

FUEL LINE SHUTOFF VALVE

A fuel line shutoff valve shall be provided to prevent fuel from draining back while changing fuel filters.

Y__N__

The fuel line shutoff valve shall be located near the fuel water separator on the **input side and near the fuel tank.**

Y__N__

ENGINE FUEL COOLER

An engine fuel cooler shall be provided on the apparatus. The engine fuel cooler shall cool the returning fuel from the engine.

Y__N__

ELECTRIC FUEL PUMP

An auxiliary electric fuel pump shall be provided in the fuel line to assist in priming the fuel system. Switch for pump shall be located on cab instrument panel and labeled "For Priming Only".

Y__N__

ALTERNATOR

A 430 amp Delco alternator, model 55SI, shall be provided.

Y__N__

AIR CLEANER

A Donaldson® PowerCore® dry type engine air cleaner shall be provided. It shall be installed in a location so that the filter element can be easily serviced.

Y__N__

AIR RESTRICTION INDICATOR IN INFORMATION DISPLAY CENTER

An electrical engine air restriction indicator shall be provided and installed in the cab information display center.

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Y__N__

DPF REGENERATION PROCESS

NFPA 12.2.6.7.1 The regeneration process shall be activated by two methods:

- 1) Automatically by the engine system but only when the transmission is in gear and the speedometer indicates a speed above 5 mph (8km/hr) whether the apparatus is in motion or is operating in stationary pump mode with an engine rpm sufficient to register 5 mph (8 km/hr) on the speedometer.
- 2) Manually when initiated by activation of a switch located in the driver's area of the driving compartment.

There shall also be an inhibit switch placed near the driver to inhibit an automatic reburn.

Y__N__

DEF

The urea mixture, a solution of 2/3 water and 1/3 urea which reacts with NOx to create nitrogen and water, shall be stored in a 10 gallon tank equipped with a level sensor and alarm to prevent run-out.

Y__N__

DEF ACCESS

The DEF shall be filled via a vertically hinged aluminum tread plate door with a 1/4 turn latch. The door shall be located over the intermediate step in the driver's side crew cab step area.

A viewing slot shall be provided in the vertical surface of the left crew cab step riser below the intermediate step. The slot shall be marked with a black line to indicate the maximum DEF fill level.

Y__N__

EXHAUST HEAT SHIELDS

Heat shields shall be provided as needed to prevent damage to body and wiring from excessive exhaust temperatures. The exhaust pipe shall be wrapped in multi-layered insulation blankets, from just aft of the turbo down to inlet side of the DPF. Each blanket shall have a fiberglass inner layer and a silicone impregnated fiberglass cloth outer layer

The cab shall receive 1.25" thick foil back insulation blanket under the crew floor to reduce floor temperatures.

All harnesses and cables, in proximity to exhaust system components, shall be protected with insulation.

Y__N__

FAST IDLE SWITCH

A fast idle switch shall activate an engine high idle. The circuit shall be wired through the neutral safety/parking brake interlock to prevent activation when the transmission is

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in the road mode. Fast idle shall be set at 1000 RPM's. A switch located inside the cab convenient to the driver shall be provided for this system.

Y__N__

LUBRICATION NAMEPLATE

A nameplate shall be installed that specifies the quantity and type of the following fluids used in the vehicle and tire information:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump priming system fluid, if applicable
- Drive axle(s) lubrication fluid
- Air condition refrigerant
- Air conditioning lubrication fluid
- Power steering fluid
- Cab tilt mechanism fluid
- Transfer case fluid
- Fuel
- Diesel Exhaust Fluid
- Windshield Washer Fluid
- Auto Lubrication System lubricant, if applicable
- Equipment rack fluid, if applicable
- Foam system lubricant, if applicable
- Generator system lubricant, if applicable
- Aerial Hydraulic Fluid, if applicable
- Front tire size and cold pressure
- Inter tire size and cold pressure, if applicable
- Rear tire size and cold pressure
- Trailer tire size and cold pressure, if applicable
- Maximum tire speed ratings
- Ambient operating temperature
- Paint colors and codes

A layer of Velvet Polycarbonate shall overlay the lettering to protect it. The lubrication nameplate shall be installed on the interior face of the driver's door, near the hinge and below the window controls.

Y__N__

TRAILER FRAME

The trailer frame shall be of the curved gooseneck design, welded channel construction, incorporating a forward section for the turntable and rearward section for the body and tiller station. The frame is to have a 110,000 PSI yield and a minimum resistance to bending moment of 2,300,000 in lbs. per rail.

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The distance from the center line of the tiller axle to the trailer frame cut off shall be 126.0"

Y__N__

FIFTH WHEEL

A heavy duty fifth wheel shall be provided with a monorace bearing of a minimum of 3" x 30" in diameter. The mounting plate shall be bolted to the tractor frame rails using .75" grade 8 bolts. The longitudinal pivot shall utilize two (2) 1.75" minimum diameter 4340 heat treated steel pins mounted in double shear.

Y__N__

AXLE

The trailer axle shall be Dana Model D-2200W with auto slacks, Meritor EX225 air disc brakes and a rated capacity of 21,500 lbs. Chrome plated wheel nut covers shall be furnished.

STEERING

A steering gear pump and assist cylinder shall be provided for the trailer axle steering.

Y__N__

SUSPENSION

The tiller axle suspension, (up to 21,500 lb), shall be a Ridewell RAS-227 air type. Heavy duty sway and stabilizer bars as well as shock absorbers shall be provided. A 1250 cubic inch air reservoir will be provided to supply the required air for the suspension.

Y__N__

BRAKES

The trailer is to have full air type Meritor brakes. The system is to meet or exceed current FMVSS-121 requirements.

Y__N__

NYLON BRAKE PIPING

Nylon brake lines shall be provided in the trailer frame.

Y__N__

TILLER TIRES

The two (2) tiller tires shall be Goodyear 425/65R22.5 G296 MSA load range "L", on/off highway tread. This tire has a nominal rating of 11,400 pounds at a top speed of 68 mph and an intermittent fire service rating of 12,200 pounds at a top speed of 68 mph..

Y__N__

TILLER WHEELS

The tiller wheels shall be steel disc type and hub piloted. Chrome plated nut covers shall be furnished.

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TILLER AXLE HUB CAPS

Y__N__

Stainless steel "Baby Moon" type hub caps shall be provided on the tiller axle.

REAR TRAILER TOW EYES

Y__N__

Two (2) cut plate painted tow eyes are to be provided. They shall be bolted (welding not acceptable) directly to the trailer frame rails.

STAINLESS STEEL FULL TILTING CAB

Y__N__

The cab shall be designed specifically for the fire service and shall provide roll cage strength and safety. The stainless steel cab shall be made in the factory of the bidder and must utilize the bidder's top-of-the-line technology and manufacturing techniques. The entire cab shall tilt forward 45 degrees for engine access. No plastic, fiberglass, or aluminum shall be used in the construction of the cab sub-frame, floor assembly, front assembly, side assemblies, back wall assemblies or roof assembly. There shall be no exception.

CAB DIMENSIONS

The back wall of the 131" cab shall measure 62" from the center of the front axle. The cab shall have an inside width of 91" and outside width of 96". There shall be no exception.

CAB MOUNTING

A four point mounting system shall be provided. The cab mounting system shall consist of two (2) front pivot mounts fabricated of steel and two (2) rear cab mounts that are isolated from the chassis frame by center bonded rubber isolators. Each front pivot mount shall consist of a greaseless pin and a multi-layered, self-lubricating, composite bearing. The outer layer of the bearing shall be high-durometer rubber to isolate road vibrations and shock.

CUSTOM CAB DESIGN AND CONSTRUCTION

SUB-FRAME

The sub-frame shall be stainless steel plate and tube welded to 3" x 4" rectangular structural steel tubes, with the 4" stainless steel tubing used in a vertical orientation. All joints shall have continuous welds; stitch welding shall not be acceptable. The sub-frame shall be designed as a continuous structure from the front to the back of the cab. It shall be used to support the cab while tilting, join front pivots to the cab locks, and to join the cab to the chassis. Pocketing of the sub-frame shall not be acceptable. There shall be no exception.

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FRONT ASSEMBLY

The safety cage section at the front of the cab shall be constructed of 1.25" stainless steel tubing and shall join the front door posts together with the main sub-frame. There shall be a 2.50" x 1.50" x .25" heavy wall lower cross tube that joins the cab sills together to prevent cab twisting when tilting the cab. The front fire walls shall be set back from the front assembly structure to provide added protection in a frontal crash. The outer cab skin shall not be an integral structural member, although it shall help stiffen the cab front face.

CAB FLOORS

All floor components shall be welded directly to the sub-frame. The floor shall be constructed of 50,000 psi stainless steel.

SIDE WALL ASSEMBLIES AND DOORS

The safety cage on the sides shall be constructed of 1.25" stainless steel tubing. Both side wall assemblies shall be joined to the sub-frame via thick tubular structures, using heavy fillet welds. This shall strengthen the walls to withstand high roof loading. The side wall outer skins shall be integral with the cab structure as well as additional formed components to help stiffen side wall assemblies. There shall be 1.25" of insulating foam between the exterior and interior side walls. The structure shall be reinforced for cab entry grab handle mountings.

The front door hinge mount (aka "A" pillar) shall be a 2" x 3" tube with a .19" thick wall. The rear door hinge mount (aka "C" pillar) shall be equivalent to a 12 gauge formed channel with .19" thick tapping bar. There shall be no exception.

BACK WALL ASSEMBLY

The safety cage on the back wall shall be constructed of 1.25" stainless steel tubing. It shall join the roof to the floor assembly. Construction of the back wall assembly shall utilize a minimum of 12 gauge stainless steel material and the design shall provide crush protection in the event of a rollover. The back wall structure shall be uniform, regardless of the seating choices. All seat mounts and seat belt mounts shall use weld nuts to eliminate pull outs and stripped threads. The outer skins shall not be an integral structural member. One inch of insulating foam shall be located between the exterior and interior back walls.

ROOF ASSEMBLY

The perimeter structure of the safety cage roof assembly shall be tied by repeating 1.25" stainless steel tubing to maximize loading potential across the whole roof. The fabricated and welded roof sills and front header shall be made of 50,000 psi stainless steel material. The corner caps shall utilize spun metal technology thus retaining the metal's strength while producing a very rigid corner joint. The side roof covering (rolled edges) shall be constructed of stainless steel formed in a quarter round. It shall form a hollow double

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wall, angle reinforced roof edge with an integral drip rail. There shall be 1.25" of insulating foam between the exterior roof and interior ceiling. There shall be no exception.

Y__N__

CAB DOOR CONSTRUCTION - BARRIER CLEARING

The cab doors shall be barrier clearing and fabricated from stainless steel (No exceptions). The cab doors shall be 34.75" wide. The interior and exterior door handles to be flush mounted paddle style with a Trimark TM202 keyed lock incorporated in the exterior handle and lever control lock incorporated in the interior handle. One (1) key per door shall be provided. Six (6) inch wide strap style door checks shall be provided. The door check's straps shall have a tensile strength of 120 lbs/in of width. The door's latch locking mechanism shall make it impossible to lock oneself out of the cab unless locked with the supplied key. Doors shall be hung on stainless steel full length hinges attached to cab and door with .25" bolts. The hinges for each door shall be of one-piece 304-2B stainless steel construction with ¼ stainless steel pins and 0.090 gauge leaves with 2" joints and a 3" width opening. Doors shall meet Federal Motor Vehicle Safety Standard #206. The doors shall be designed so as to allow the windows to roll completely down. There shall be no exception.

Entrance step wells to the driver's and officer's positions shall be a minimum of 26" wide and the rear crew step wells shall be 26" wide. They shall be "spaced" from the step well walls at front, rear and side to prevent trapping of dirt and other residue. Entrance steps shall be made of expanded grating.

Y__N__

The front cab doors shall open approximately 75 degrees.

Y__N__

The rear crew cab doors shall open approximately 90 degrees.

Y__N__

INNER DOOR PANELS – BLACK LINE-X (4)

The upper inside bolt-on panel on each cab door shall be removable and shall be constructed of aluminum covered with black LINE-X.

Y__N__

STOP SIGNS

A reflective stop sign shall be provided on the interior lower portion of the four (4) cab doors in place of the required NFPA reflective chevron.

Y__N__

CAB TILT

The cab shall tilt a minimum of 45 degrees for normal servicing of the engine and other equipment. The tilt cab locking system shall be a two-point type that locks automatically when the cab is lowered into its nested position. The cab tilt package is custom designed for safety and ease of vehicle maintenance. The hydraulic tilting system consists of two (2) heavy-duty single acting cylinders equipped with velocity fuses at the cylinder base in case of any failure in the operating mode. The power supply is a high efficiency electric over hydraulic system with an integral mechanical override in case of battery failure. All

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components and parts are designed for installation with a minimum of 3 to 1 safety factor based on current S.A.E. standards.

In addition to the velocity fuses, a secondary safety system shall be provided to hold cab in the fully raised position in the event of a failure in the primary lift mechanism. It shall consist of a metal channel device, which automatically drops over the extended rod of the left side hydraulic lift cylinder thereby preventing its retraction. The safety channel can only be released through an overt action made by the operator such as pulling a lever or cable. Automatic release of the safety system shall not be acceptable.

The cab tilt system shall be remotely controlled utilizing a twelve foot cable with a hand held push button device which is to plug into a receptacle in the bumper area on the left-hand side of the cab. The receptacle shall have a spring-loaded weatherproof cover.

Y__N__

ENTIRE CAB FLOOR

The entire cab floor shall be covered with a black mat that functions as a sound dampening barrier. The mat shall have a pebble textured heavy-duty wear surface and be laminated to a foam underlay. The mat shall be composed of a vinyl-nitrile blend, which is the base material used in IV tubes and blood bags; it is not affected by blood or other body fluids.

Y__N__

FORWARD CAB FLOOR

Aluminum tread plate flooring shall be installed over the insulated forward cab floor matting. The ATP shall be covered with LINE-X. Flooring shall be removable in sections and may be notched around floor mounted components.

Y__N__

The cab floor overlay LINE-X shall be black.

Y__N__

CREW CAB FLOOR

Aluminum tread plate flooring shall be installed over the insulated crew cab floor matting. The ATP shall be covered with LINE-X. Flooring shall be removable in sections and may be notched around floor mounted components.

Y__N__

The cab floor overlay LINE-X shall be black.

Y__N__

ATP OVERLAY ON BACK OF CAB

An aluminum tread plate overlay shall be provided on the exterior rear wall of the cab. Strips of aluminum tread plate shall cover the full height of the rear wall of the cab, and shall run from the outside edge of each side of the cab in towards the center approximately one-quarter of the width of the cab. If an optional window is provided on the rear wall of the cab, it shall be fully surrounded by the aluminum tread plate.

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CAB GRILLE - VERTICAL BARS AND RAISED BEZEL SURROUND

Y__N__

The cab front opening shall be covered with a custom made polished stainless steel grille that shall be fabricated in the bidder's factory. The grille shall have formed vertical bars spaced apart on 2" centers. The upper polished stainless steel grille shall have a matching lower counterpart to further facilitate engine cooling. The two (2) stainless grilles shall be housed in a custom, raised and chrome plated bezel.

UPPER RAISED BEZEL SURROUNDS, WITH PANELS

Y__N__

A custom raised and chrome plated bezel shall be installed on the front face of the cab, on each side of the front grille. Housed within each bezel shall be a removable panel, painted job color. The removable panel shall provide service access to the forward side, firewall mounted electrical connections and wiring harness.

FRONT GRILLE SCRIPT NAMEPLATE

Y__N__

A "Manufacturer" nameplate, fabricated from AISI 304 stainless steel, with mirror finish, shall be located on the lower front engine cooling intake grille of the cab.

ENGINE AIR INTAKE GRILLE WITH WATER/EMBER SEPARATOR

Y__N__

The air intake shall be concealed behind the cab grille. The water and ember separator shall set behind the cab grille on the officer's side. This may be cleaned or replaced by tilting the cab.

FLAT ROOF

Y__N__

A flat roof shall be provided with an interior floor to ceiling height of 57".

PAINTED CAB ROOF WITH ATP STRIPS

Y__N__

The exterior surface of the cab roof shall be painted in compliance with the cab paint specifications detailed elsewhere in this specification document. A strip of embossed, skid resistant aluminum tread plate shall be provided on each side of the cab roof, parallel to the cab side near the outside edge.

FAMA26 NO-STEP SIGN

Y__N__

In accordance with NFPA 1901 chapter 15.7.1.6, a FAMA26 "No-Step" sign shall be located on the rear of the cab roof. The sign reads: "Fall Hazard-Railings NOT provided. Surface may be slippery - Not intended for stepping, standing or walking. Fall will injure or kill".

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FRONT INTERMEDIATE CAB STEPS

Y__N__

Two (2) stationary steps shall be provided, one at each front cab door. The steps shall be approximately 12.0" long, have a 9.0" radius, and be located to the front of each cab step well. The steps shall be constructed of aluminum grating.

REAR CREW INTERMEDIATE CAB STEPS

Y__N__

Two (2) stationary steps shall be provided, one at each rear crew cab door. The steps shall be approximately 12.0" long, have a 9.0" radius, and be located to the front of each cab step well. The steps shall be constructed of aluminum grating.

CAB SIDE ACCESS DOOR

Y__N__

Two (2) stainless steel cab side access doors shall be provided on the cab, one each side between the front doors and front crew cab windows. Door openings shall be approximately 13.00" wide x 25.00" high. The doors shall open a minimum of 90 degrees.

The cab side access doors shall be vertically hinged at the front edge.

Y__N__

The doors shall each have a strap style door stay.

Y__N__

The "D" handle type latches shall be provided on the upper part of the door.

Y__N__

Y__N__

KEYED LOCKS

There shall be keyed locks for both the cab side access doors. The driver's side and officer's side access doors shall be keyed alike with #1250 keys.

Y__N__

CAB SIDE ACCESS DOOR SILL PROTECTORS

Brushed stainless steel sill protectors, approximately .50" wide, shall be provided on the cab side access door sills to protect the painted finish.

Y__N__

CAB SIDE ACCESS DOOR FRAME SCUFF PLATES

A brushed stainless steel scuff plate shall be installed on the striker side of each cab side access door frame and shall run the full height of the door opening. The scuff plate shall be a single bend configuration that guards the outer door frame post from damage and chips to the paint.

Y__N__

CAB ACCESS AREA TRAYS-BOTH SIDES

An aluminum tray, approximately 16.5" wide x 21.5" deep with a 2" lip, shall be provided and mounted to the floor area aft of the driver's seat and aft of the officer's seat. The trays shall be spaced up from the floor by 1/2".

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The cab access area tray(s) shall be painted to match the cab interior Zolatone finish.

Y__N__

COMPARTMENT LIGHTS - LED

Each cab side access door shall have a ROM LED lighting strip installed. The full height lighting strip shall be mounted vertically at the hinged side of the cab door. The LED lights shall be mounted in an anodized aluminum track. A switch, installed in the door jam, shall be used to activate light.

Y__N__

FRONT STAINLESS STEEL INNER LINERS

Semi-circular inner liners shall be provided in each front wheel housing. They shall be constructed of 304 stainless steel and shall be bolted in place so they may be removed if damaged. Self-tapping sheet metal screws are not acceptable. The outside edge of the inner liner shall be bolted along its entire length. The bottom edge of liner shall not have a formed reinforcement flange to avoid trapping dirt and debris. There shall be no exception.

Y__N__

FRONT FENDERETTE

Polished stainless steel fenderettes shall be installed in the front wheel openings. They shall be sufficiently wide to completely cover the front tire and reduce wheel splash along the sides of the cab. They shall be installed with 1/4" hex head bolts (self-tapping sheet metal screws are not acceptable) and have a full width rubber welt placed between the fenderette and body wheel well opening flange. Outside edge of welting shall form a "V" bead between fender and cab side face to prevent moisture from entering. Inside edge shall also have a small raised bead. Outside edge of fenderette, at the wheel opening shall be rolled inward to eliminate a sharp edge and avoid injury when cleaning apparatus.

Y__N__

FRONT MUD FLAPS

Heavy duty mud flaps with the manufacturer's logos placed on the rear face shall be provided and installed to the rear of the front wheels. Flaps shall be 14" wide and be made of 0.38" heavy duty rubber material to prevent "sailing".

Y__N__

REAR MUD FLAPS

Heavy duty rear mud flaps with the manufacturer's logo placed on the rear face shall be provided and installed to the rear of the rear dual wheels. Flaps shall be 24" wide and be made of 0.38" heavy duty rubber material to prevent "sailing".

Y__N__

REAR BODY MUD FLAP WITHOUT ALUMINUM STRIP

A heavy duty mud flap, the width of the body, shall be installed aft of the rear wheel mud flaps on the rear of the body. The mud flap shall be centered in line with the rearmost

Y__N__

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compartment behind the axle and shall be approximately 3 inches from the ground.

Y__N__

TILLER WHEELS MUD FLAPS

Heavy duty rear mud flaps with the manufacturer's logo placed on the rear face shall be provided and installed to the rear of the tiller wheels. Flaps shall be 24" wide and be made of 0.38" heavy duty rubber material to prevent "sailing".

Y__N__

CROSSOVER MIRRORS

An approximately 8" diameter mirror with polished stainless steel housing shall be provided on the **right and left** front of the cab above the windshield. The main adjustment bar shall be mounted to the cab roof.

Y__N__

The crossover mirror shall be convex.

Y__N__

The crossover mirror bracket shall have an outboard location.

Y__N__

LOOK DOWN EXTERIOR MIRROR

A Velvac model 715198 convex mirror shall be **located above the officer's side door**, centered over the door with the mirror facing downward to enable viewing of the stepping surface where the vehicle is parked.

Y__N__

MIRRORS

Two (2) Rosco Accustyle heated mirrors with remote shall be installed on the cab doors, one on each side of the cab. The flat upper mirror shall measure 7" x 14" and the lower convex section shall measure 6.5" x 6". The mirrors shall have a chrome finish.

Y__N__

The mirrors shall be wired through the ignition.

Y__N__

WINDSHIELD

The windshield shall be of tinted automotive laminated safety plate glass with a curved two-piece design. The windshield shall have approximately 2900 square inches of visual area. Right and left hand windshield glass shall be symmetrical and interchangeable from side to side to minimize spare parts stock and expense. Windshield shall be installed and held in place by an extruded rubber molding with a bright finish, decorative, locking bead. Cab shall be finish painted prior to windshield glass being installed.

Y__N__

WINDSHIELD WIPERS AND WASHERS

One (1) wet arm operated windshield wiper shall be provided for each plate of windshield glass for accessibility and optimum windshield wiping surface areas. Wipers shall be two speed type with intermittent wiping feature. One (1) control switch shall be provided and located on the self-canceling directional switch for both wiper arms. The switch shall

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combine the on/off (automatic park position), two speed, intermittent and washer functions in one control. The turning switch shall activate the wipers and control speed, and pushing it shall operate the washers.

Y__N__

WINDSHIELD WASHER RESERVOIR

A four (4) quart windshield washer fluid reservoir shall be provided. It shall be accessed in the driver's step well with a remote fill. A visual inspection shall be possible without tilting the cab (NO EXCEPTIONS).

Y__N__

DOOR WINDOWS

A retractable window with automotive type tempered safety glass shall be provided in all four (4) cab doors. All glass shall be tinted. Glass shall slide in stainless steel side channels with cloth/fiber liners. Rubberized fiber seals shall be located at the bottom of the window opening to prevent water and debris from entering the interior of the door when the glass is up (or down). A seal shall be placed on both sides (interior and exterior) of the glass. The front door glass shall be 23.75" high x 25.75" wide upper and 27.50" wide lower. The rear door glass shall be 23.75" high x 30" wide. The door window openings shall be trimmed on the exterior side with a smooth, black, poly vinyl chloride (PVC) molding

Electric power window regulator shall be manufactured by the Muncy Corporation and shall be the enclosed, sliding flexible shaft, gear type for ease of operation and reliability. The shaft shall enter a vinyl plastic protective sheath whenever it is exposed. A 12 volt electric motor with gear reduction box to slow driven gear rpm and increase power transmission shall be provided. Individual switches shall be provided so that the driver controls the left side forward door window, officer the right side and crew occupants the rear.

Y__N__

DRIVER'S DOOR GLASS SWITCH

An individual switch for the driver's electric door window shall be provided on the driver's dash.

Aftermarket add-on type electric power window conversion devices like the type that replaces the crank arm will not be acceptable.

Y__N__

OFFICER'S DOOR GLASS SWITCH

An individual switch for the officer's electric door window shall be provided on the officer's dash.

Aftermarket add-on type electric power window conversion devices like the type that replaces the crank arm will not be acceptable.

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CREW DOOR GLASS SWITCHES

Y__N__

An individual switch for the crew electric door windows shall be provided on the crew doors.

Aftermarket add-on type electric power window conversion devices like the type that replaces the crank arm will not be acceptable.

ADDITIONAL SWITCHES

Y__N__

Three (3) additional switches shall be provided to allow driver to operate all power cab door windows.

CREW CAB SIDE GLASS

Y__N__

There shall be a side window on each side of the cab between the doors. They shall be tinted and be manufactured of automotive tempered safety glass. Each window shall be 23" high x 17" wide to provide maximum vision. They shall be installed and held in place by an extruded rubber molding with a chrome plated, decorative, locking bead. Cab shall be finish painted prior to window glass being installed.

CREW CAB WINDOWS TINT

Y__N__

The crew cab windows shall have a blue-green tint.

CAB DOOR FRAME SCUFF PLATES

Y__N__

A brushed stainless steel scuff plate shall be installed on the striker side of each cab door frame and shall run the full height of the door opening. The scuff plate shall be a single bend configuration that guards the outer door frame surface from damage and chips to the paint.

CAB DOOR HINGES

Y__N__

All piano hinges on the exterior cab doors shall be mill finished.

CAB HANDRAILS AND GRAB HANDLES

Y__N__

Handrails shall be 1-1/4" diameter extruded aluminum, knurled, with a bright anodized finish.

All handrail stanchions shall be chrome plated. They shall be bolted to the body with 1/4" stainless steel hex head bolts. Stanchions shall have a rubberized gasket placed between them and the body surface they are mounted on. A drain hole shall be provided in each bottom stanchion.

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Handrails and handles shall be installed as follows:

Four (4) 24" handrails shall be installed on the side of the cab, one just to the rear of each cab door.

Four (4) 6" chrome grab handles shall be provided, one on the inside of each cab door:

Two (2) 12" rubber covered grab handles shall be provided, one on the driver's side and officer's side front A-pillar, above the door hinge, to assist in entry to the cab.

Two (2) 12" rubber covered grab handles shall be provided, one on each rear crew door hinged-pillar, on the hinged side of the door, to assist in entry to the cab.

Y__N__

CRASH TEST

The cab shall be certified for the following tests:

- SAE J2420: Cab Over Engine (COE) Front Strength Evaluation - Dynamic Loading - Heavy Trucks
- SAE J2422: Cab Roof Strength Evaluation - Quasi Static Loading - Heavy Trucks
- ECE Regulation 29: Protection of Occupants of Cab in Commercial Vehicle

Performance Measure:

1. After undergoing each test, the cab of the vehicle shall exhibit a survival space accommodating a 50th percentile male ATD in the median position without contact between the manikin and non-resilient parts for all seating positions.
2. None of the doors shall open during the tests.
3. The cab attachments may be distorted or fractured, however, the cab shall remain attached to the vehicle frame in at least one attachment location.

Y__N__

HELMET HOLDER - BODY

The helmets shall be stored in the body in accordance with NFPA 1901 current regulations:

NFPA 14.1.8.4.1 A location for helmet storage shall be provided.

NFPA 14.1.8.4.2 If helmets are to be stored in the driving or crew compartment, the helmets shall be secured in compliance with 14.1.11.2.

Y__N__

CAUTION LABELS

Caution labels shall be posted in the main cab and the tiller cab so that they shall be visible from each seat position. The labels shall read: "Do Not Wear Helmets While Seated".

Y__N__

HEADLINER

The cab shall be provided with a removable gray headliner for ease of servicing the

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electrical wiring placed in the cab roof. The headliner shall consist of 3 layers of material. Next to the roof shall be a layer of acoustical insulation made of polyester and polypropylene fibers. The next layer is 1/4" thick Luann. Finally, there is a 1/4" thick layer of foam/perforated acoustical vinyl.

The headliner shall be the multi-piece type (minimum of three (3) sections) so that the entire liner does not have to be removed for localized maintenance.

Y__N__

BACK LINER

The cab shall be provided with an aluminum tread plate removable back liner. The back liner shall be the multi-piece type (minimum of three (3) sections) so that the entire liner does not have to be removed for localized maintenance.

Y__N__

HEAD BUMPERS

Two (2) padded gray vinyl head bumpers shall be provided each side on the interior of the cab above the crew doors in the header area.

Y__N__

PAC TRAC ON CAB BACK WALL

A Pac Trac 7000 assembly shall be installed on the interior rear cab wall, on both the driver's side and the officer's side outboard positions, starting at floor level. The Pac Trac on each side shall measure approximately 20" wide overall by 51.75" high.

Note: Other options selected for the cab interior, such as seats, speakers, back wall windows, compartments and other mounting brackets may affect the dimensions of the Pac Trac.

Y__N__

ENGINE ENCLOSURE

The engine enclosure structure shall have a 1-1/4" thick inner lining, on the engine side, comprised of aluminized foil and foam/barrier composite for heat insulation. The tunnel cover shall have 1/2" decoupled foam lower and 1" decoupled foam upper covering, on the cab interior side, for noise insulation. The top forward portion of the hood shall have a full-width riser with a sloped face for the installation of the switch panel. The sloped panels shall be used for vehicle accessory controls. A minimum of 1" shall be provided between the right edge of the accelerator pedal and the side of the engine hood. A removable cover over the engine enclosure and insulation shall be coated with black LINE-X to act as an insulator for sound and engine temperature, as well as to provide an easy-to-clean work surface.

In order to optimize in-cab vision and seating space for the driver, officer and crew members while properly seated and belted in turn-out gear, the maximum overall dimensions of the engine enclosure shall not exceed:

- 26.25" from floor to top of engine tunnel between driver and officer
- 26.25" from floor to top of engine tunnel at front center dash panel
- 31.25" from floor to top of driver and officer dash panels

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ACCESSORY MOUNTING STRUCTURE

The top portion of the engine enclosure shall have a 1/8" thick aluminum channel frame located between the engine tunnel structure and the cover to support the cover and facilitate mounting of accessories and equipment.

ENGINE COMPARTMENT ACCESS DOOR

An access door shall be provided at the rear of the engine enclosure for routine engine fluid checks. The access door shall be insulated from engine heat with aluminized foil/foam/barrier composite and sealed to prevent exhaust fumes from entering the crew cab.

Y__N__

REMOVABLE PANELS - TUNNEL

A set of access panels LINE-X'd to match the engine tunnel shell shall be installed on top of the engine tunnel shell. They shall only provide access into the area beneath the shell and not into the actual engine tunnel. They shall be approximately the full width of the tunnel and shall be provided on each side of the horizontal split.

Y__N__

18" STEERING WHEEL WITH TILT/TELESCOPE

A padded 18" steering wheel with center horn ring shall be provided. The upper steering column shall be of the tilt and telescopic type. A self-canceling directional switch with wiper control and headlight dimmer control shall be mounted on the steering column with an ICC four way flash switch. The self-canceling directional switch shall be easily removable and replaceable without removing the steering wheel or column assembly. The junction of the shaft and the cab floor shall be sealed to prevent air exchange between the cab interior and exterior.

Y__N__

BLACK LINE-X FOR CAB DASH

The cab dash shall be sprayed with black LINE-X having a high resistance to abrasion and tearing. A vinyl cloth glued or laminated in some manner to a metal backing surface shall not be acceptable.

The LINE-X shall absorb impact without surface damage. The LINE-X shall be resistant to gasoline, diesel fuel, paints, bleaches, organic solvents and other cleaning agents and chemicals. It shall include sound dampening and vibration elimination properties.

The LINE-X shall be solvent free and be environmentally safe to apply with no VOC or CFC hazards. Its surface shall have a non-glare, granular texture and be easily cleaned with common cleansing compounds.

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OVERHEAD DASH

Y__N__

An overhead drop down dash shall be provided with a full length piano hinge and four (4) 1/4 turn latches. This dash shall incorporate areas designed to hold emergency switching and selected options such as control heads and indicators that shall be accessible to the driver and officer. The overhead dash shall have a black LINE-X finish.

LIMITING STRAP

Y__N__

A strap shall be provided to limit the extent of opening range for the overhead power distribution area (overhead dash) access. This 2" wide, retention strap shall prevent the contact between the upper, overhead, power distribution access housing and the lower, center, dash housing. An approximate clearance of 3 inches shall be maintained between the upper and lower dash structure and retained by the strap. The strap shall be fastened by footman loops between the cab roof structure and hinged upper power distribution housing.

OFFICER'S DASH

Y__N__

The standard (no notch) configuration of the officer's dash shall be provided.

SUN VISORS

Y__N__

Two (2) approximately 8" x 28" padded, black sun visors shall be provided, one on the driver's side and one on the officer's side. Visor shall be supported at both ends to prevent drooping.

CUP HOLDER

Y__N__

Two (2) cup holder(s) with a black Line-X finish shall be installed in the cab. The cup holder shall be designed for mounting on top of the engine tunnel.

The cup holder shall be shipped loose.

Y__N__

Y__N__

VEHICLE DIMENSION SIGN

A sign shall be provided in the front cab area indicating the height of the completed apparatus in feet and inches, length of the completed apparatus in feet and inches, and the gross vehicle weight rating (GVWR) in tons.

Y__N__

CABLE RACEWAY

A cable raceway, 1.75" x 5.75", shall be installed underneath the officer's floor. It shall run between the officer's kick plate and the seat riser.

Y__N__

The cable raceway shall be opened underneath the officer seat to assist in the installation of radio or additional equipment.

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A pull wire shall be provided within the cable raceway to assist in the installation of radio or additional equipment.

Y__N__

DRIVER'S SEAT

The driver's seat shall be an H.O. Bostrom Sierra Air-100 reclining high back seat with air suspension. This seat shall have 5" horizontal adjustment.

Y__N__

The driver's seat shall be held at NFPA regulated height by a C Channel Bracket.

Y__N__

SEAT BELT

The driver's seat shall have a 3-point vertically adjustable D Loop style shoulder harness, to meet FMVSS and NFPA 1901 current edition requirements. The seat belt shall be red in color.

Y__N__

OFFICER'S SEAT

An H.O. Bostrom Tanker 450 Air-100 SCBA seat shall be provided for the officer. This seat shall have no forward/aft adjustment.

Y__N__

The officer's seat shall be held at NFPA regulated height by a 3CR12 stainless steel frame that measures approximately 15.5" wide x 3" high x 17.5" deep, front to back at the top and 14.5" deep at the bottom. There shall be a panel on the front and a side opening.

Y__N__

One (1) NFPA compliant IMMI SmartDock Gen 2 SCBA bracket shall be installed in the seat(s). The bracket shall utilize a locking mechanism that engages during deceleration. The bracket shall hold the cylinder in place while in transit and release using no straps, levers, buttons or switches.

Y__N__

SEAT BELT

The officer's seat shall have a 3-point fixed D Loop style shoulder harness, to meet FMVSS and NFPA 1901 current edition requirements. The seat belt shall be red in color.

Y__N__

REAR SEATING

The rear crew cab section shall contain two (2) outboard rear facing H. O. Bostrom Tanker 450 SCBA passenger seats. The seats shall be installed one (1) each side at the rear of the engine enclosure. The seating area shall allow maximum room for fire fighters in full turn out gear.

Y__N__

Two (2) NFPA compliant IMMI SmartDock Gen 2 SCBA bracket shall be installed in the seat(s). The bracket shall utilize a locking mechanism that engages during deceleration. The bracket shall hold the cylinder in place while in transit and release using no straps, levers, buttons or switches.

Y__N__

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SEAT BELTS

Y__N__

The two (2) outboard, rear facing seat(s) shall have a 3-point horizontally adjustable D Loop style shoulder harness, to meet FMVSS and NFPA 1901 current edition requirements. The seat belts shall be red in color.

Y__N__

REAR SEATING

The rear crew cab section shall contain two (2) forward facing seats. The two forward facing seats shall be fold-up seats with bottom and back cushions installed on the rear wall of the cab directly behind the engine enclosure. The seat cushion shall be made by H.O. Bostrom. The seating area shall allow maximum room for fire fighters in full turn out gear. There shall be no logos on the back cushions.

Center forward facing seats on the rear cab wall shall have approximately 5" spacing between the seat brackets unless there are outboard forward facing seats.

Y__N__

SEAT BELTS

The two (2) inboard, forward facing seat(s) shall have a 3-point vertically adjustable D Loop style shoulder harness, to meet FMVSS and NFPA 1901 current edition requirements. The seat belts shall be red in color.

Y__N__

ELBOW PADS

Two (2) "head bumper style" elbow pads shall be installed on the engine tunnel inboard of the officer and the driver. They shall be covered in Durawear™ and be attached to the engine tunnel with Velcro. The rear end of the "elbow pad" shall be 26" off from the dash face.

Note: elbow pads may need to be removed in order to access other components.

Y__N__

The color of the elbow pads shall be black.

Y__N__

SEAT UPHOLSTERY

Six (6) cab seats shall be upholstered in black H.O. Bostrom Durawear™ Plus waterproof cloth fabric.

Y__N__

INTERIOR DÉCOR

The following components shall always be black in color:

Floor matting and floor mat edging

Headliner trim

Back liner trim

Crew heater, complete assembly

Electrical panels

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Plastic snap plugs for wire access holes
Door seals
Seat risers
Under seat compartments
Seat belt retractor cover.
Rubber covered grab handles
Map Desk, if present

Y__N__

CAPACITY SIGN

A sign visible to the driver, that states the number of personnel the vehicle is designed to carry, shall be provided.

Y__N__

SEW PATCH TO SEAT HEAD REST(S)/SEAT BACK(S)

A customer patch shall be sewn to six (6) seat head rest(s) in place of the Manufacturer Logo. If a head rest is not present, then the customer's patch shall be sewn onto the front of the seat back cushion.

The Manufacturer Logo shall be embroidered onto each side of the seat cushions.

Y__N__

FIRE EXTINGUISHER STORAGE

One (1) Aluminum tread plate extinguisher holders shall be installed below the forward facing center seats. The holders shall be installed on a slight angle toward the front of the cab to allow the extinguisher to be removed while standing. A Velcro strap shall be provided to secure the extinguisher from sliding out. The holder shall be approximately 9.75" wide x 11.0" tall x 20.5" long.

The exterior sides, top and rear shall be covered with black LINE-X over the aluminum tread plate.

Y__N__

HEATER/DEFROSTER-FORWARD CAB

A front cab heater/defroster unit shall be provided. The unit shall have a heating capacity of 30,000 BTU and combined 520 CFM variable speed blower assembly. The unit shall be located on top of the engine tunnel and shall be centered on the windshield. Defroster outlets shall be located at the bottom of the windshield and shall direct air flow from the unit up on to the windshields. Vents shall be located in the drivers and officers dashes and kick plates.

Y__N__

CONDENSER COVER

The air conditioning condenser assembly shall have an additional cover and / or covers to protect the Freon hoses, dryer, valves, switches and / or solenoids above the cab roof and connected to the condenser body.

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The main condenser body shall have one fabricated cover with openings for, and above, the condenser fans. The main condenser body cover shall be approximately 7.5" high x 46.5" long x 26.25" wide and fabricated from 1/8" aluminum and painted to match the cab roof.

Additional covers, formed from 1/8" aluminum painted to match the cab roof, shall be provided for hose and harness routing above the cab roof, as necessary.

Note: Condenser location and orientation is dependent on other influential options.

Y__N__

MANUAL COOLANT SHUTOFF VALVE - INLET

The forward cab heater inlet flow shall be interrupted by one (1) manual engine coolant shutoff valve mounted behind the engine for auxiliary engine coolant flow control. The valve shall be 1/4 turn style with label for ease of identification.

Y__N__

MANUAL COOLANT SHUTOFF VALVE – RETURN

The forward cab heater return flow shall be interrupted by one (1) manual engine coolant shutoff valve, mounted on the lower radiator tube, for auxiliary engine coolant flow control. The valve shall be 1/4 turn style with label for ease of identification.

Y__N__

REAR CREW CAB HEATERS

Two (2) rear crew cab heaters with a combined rating of 64,000 BTU output and 850 CFM air flow shall be provided. The rear cab heaters shall be mounted under the rear facing outboard seats each side. The units shall have a variable speed blower, and a removable, replaceable filter. The driver side rear facing heater shall have control of the thermostat and the on/off control.

Y__N__

CREW HEATER MASTER SWITCH

A master switch to the crew heater blower shall be located on the cab dash.

Y__N__

MANUAL SHUTOFF VALVE FOR CREW CAB HVAC COOLANT INLET

The crew cab heater inlet flow shall be interrupted by one (1) manual engine coolant shutoff valve mounted behind the engine for auxiliary engine coolant flow control. The valve shall be 1/4 turn style with label for ease of identification.

Y__N__

MANUAL SHUTOFF VALVE FOR CREW CAB HVAC COOLANT - RETURN

The crew cab heater return flow shall be interrupted by one (1) manual engine coolant shutoff valve, mounted on the lower radiator tube, for auxiliary engine coolant flow control. The valve shall be 1/4 turn style with label for ease of identification.

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Y__N__

CAB AIR CONDITIONING SYSTEM

The cab shall be equipped with an air conditioning system that shall include two (2) ceiling mounted evaporators. The air conditioning system shall have a combined cooling capacity of 79,000 BTU and variable speed blower assemblies for a combined 1100 CFM. The main controls for the unit shall be located in the dash. The evaporators shall have air diffusers to allow for multi-directional airflow. Each diffuser shall be adjustable up and down and side-to-side for individual preference. Each evaporator shall have its own sump style drain system for removal of condensation. The sump shall be integrated into the ABS evaporator cover.

The evaporators shall be compliant with all EPA regulations and use R-134A Refrigerant. All hoses used in the air conditioning system shall be "barrier" type construction for containment of the refrigerant.

The condenser assembly shall be a stacked type, low profile, dual fan compact design with dryer and pressure switch included. The condenser assembly shall include a white powder coated housing over the stacked condenser coils, as provided from the manufacturer. The condenser shall be located on the cab roof.

The air conditioning system shall exceed the industry norm by cooling the cab from the ambient temperature of 100 degrees Fahrenheit at 50% relative humidity to an average cab temperature of 75 degrees Fahrenheit in 30 minutes.

Y__N__

AUXILIARY FAN(S)

Two (2) adjustable 7.5" auxiliary fan(s) shall be provided in the cab with a two (2) speed control switch on the mounting pedestal.

Y__N__

The auxiliary fans shall be wired battery switched and shall be activated by the switch on the fans.

Y__N__

The auxiliary fans shall be located hanging from the overhead, one each side of the center windshield post.

Y__N__

HVAC CONTROLS - FORWARD CAB

HVAC controls shall feature rotary switches, function labeling, backlighting, and have colored indicators and shall be located in the center dash area between the driver and officer.

Y__N__

MAP BOX

A map box shall be provided and installed between the driver and officer on top of the engine hood. The box shall have four (4) angled vertical slots space on 2.75 inch centers. The rear interior of the slots shall be 14.25 inches wide by 8.00 inches deep and shall run crossways of the cab. The front two (2) slots shall be 4.00 inches deep.

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The box shall be constructed of a 0.125 inch thick aluminum sheet metal welded assembly. It shall be covered with black LINE-X.

Y__N__

The location of the map box shall be determined at the Final Inspection.

Y__N__

GENERAL 12-VOLT ELECTRICAL WIRING REQUIREMENTS
12-VOLT ELECTRICAL SYSTEM

The apparatus shall be equipped with a heavy-duty 12-volt electrical system. All 12-volt electrical equipment installed by the apparatus manufacturer shall conform to modern automotive practices. All electrical wiring and components installed in the apparatus shall be suitable for use in severe duty emergency vehicle applications.

GENERAL WIRING AND WIRE HARNESS CONSTRUCTION

Unless otherwise specified by the component supplier, all insulated wire and cable shall conform to SAE J1127 *Low Voltage Battery Cable* type SGX or STX, or SAE J1128 *Low Voltage Primary Cable* type SXL, GXL, or TXL.

Circuit feeder wires 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.

Conductor materials and stranding, other than copper, shall be permitted if all applicable requirements for physical, electrical, and environmental conditions are met as dictated by the end application.

The overall covering of conductors shall be moisture-resistant loom or braid that has a minimum continuous rating of 194°F (90°C) except where good engineering practice dictates special consideration for loom installations exposed to higher temperatures.

The overall covering of jacketed cables shall be moisture resistant and have a minimum continuous temperature rating of 194°F (90°C) except where good engineering practice dictates special consideration for cable installations exposed to higher temperatures.

CIRCUIT IDENTIFICATION

All wiring shall be uniquely identified by a circuit number and color coding. The identification shall be referenced on a wiring diagram. Wires less than 8 AWG shall be permanently identified at least every 2.0 inches (50.8 mm) by a circuit and function code. Cables equal to or larger than 8 AWG and wires included in jacketed cables shall be permanently identified by circuit number at all terminations.

WIRING CONNECTIONS

All wiring connections and terminations shall use a method that provides a positive

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mechanical and electrical connection. The wiring connections and terminations shall be installed in accordance with the device manufacturer's instructions. Secondary locks shall be utilized on all connectors that are secondary lock capable.

Exterior exposed wire connectors shall be environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Seal plugs shall be installed in all unused sealed connector cavities.

All ungrounded electrical terminals shall have covers or be in enclosures to protect against corrosion, excessive heat, excessive vibration, physical damage, liquid contaminants, dust, and other environmental factors.

Wiring splices shall be crimp-type, molded, or sonic weld type. Adhesive lined heat shrink tubing shall be used to seal and insulate splice joints.

WIRE AND CABLE ROUTING

Wiring routed through holes in sheet metal or castings shall have edges protected by an appropriately sized grommet.

Wiring shall be routed to avoid metal edges, screws, trim fasteners and abrasive surfaces. When such routings are not possible, protective devices (shields, caps, etc.) shall be used to protect the wires. When wires must cross a metal edge the edge shall be covered with a protective shield.

Wiring shall be routed to provide at least 3 inches (76.2 mm) clearance to moving parts, unless positively fastened or protected by a conduit.

Wire routings should avoid areas where temperatures exceed 180° F (82.2° C) and a minimum clearance of 6 inches (152.4 mm) shall be maintained from exhaust system components. Where compliance with this requirement is not possible, high temperature insulation and heat shields shall be utilized.

When wiring is routed between two members where relative motion can occur the wiring shall be secured to each member, with enough wire slack to allow flexing without damage to the wires.

Wiring to all circuit components (switches, relays, etc.) in exposed locations shall provide a drip loop to prevent moisture from being conducted into the device via the wire connection.

Routing wires into areas exposed to wheel wash shall be avoided if possible. When such routings cannot be avoided, adequate clipping or protective shields shall protect the wires from stone and ice damage.

Wiring shall be secured in its intended location with appropriately sized bolt-on clips and nylon wire ties.

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Electrical components designed to be removed for maintenance shall include a sufficient length of wire to allow the component to be pulled away from the mounting area for inspection and service work.

Bulkhead type connectors or sealed fittings shall be used to prevent the entry of liquid contaminants into weather tight enclosures.

SPARE WIRES

Wiring harnesses from/to major power and signal distribution areas of the apparatus shall include spare wires for future expansion of the system.

ELECTRICAL SYSTEM COMPONENTS

Serviceable components shall be readily accessible. Switches, relays, terminals and connectors shall have a dc rating of 125% of the maximum current for which the circuit is protected.

A distributed power and signal system shall be utilized on the apparatus to minimize power supply voltage drops. Power and signal distribution areas in the cab shall be concentrated in five (5) areas.

A lower cab power and signal distribution center shall be located in the center forward portion of the cab "dash". It shall be hinged and opened by unlocking two (2) top mounted, double hinged, lift and pull latches. This area shall contain relays and circuit breakers installed in a logical and serviceable fashion.

An additional lower cab power and signal distribution center shall be located below the officer's dash behind the kick plate.

An upper power and signal distribution area shall be located in the forward portion of the cab ceiling, above the engine tunnel. Components in this area shall be permanently labeled and easily accessible by opening a hinged cover.

A power and signal distribution area shall be located in the pump module, if applicable. Components in this area shall be permanently labeled and easily accessible.

A power and signal distribution area shall be located on the front of the forward body compartments. Components in these areas shall be permanently labeled and easily accessible.

All electrical components or devices installed in an exposed area on the outside of the cab or body shall be mounted in such a manner, or protected by a gasket, caulking or other means, so that moisture shall not accumulate in it.

CORROSION PROTECTION

Externally exposed, non-plug type, electrical connections shall be given a hand applied or

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sprayed application of an industrial standard insulation coating with a minimum rating of 2100 volts per mil thickness. Insulation shall protect the connection from water induced electrical corrosion and accidental short circuiting. Should the connection be loosened or removed during the manufacturing process another coating shall be applied after it has been refastened or replaced.

Y__N__

MAIN BATTERY AND STARTER CIRCUITS

BATTERY POWER BUSS

All positive cables from the batteries shall be connected directly to a battery positive buss bar located as close to the batteries as practical. The alternator shall be wired directly to the battery positive buss bar through the ammeter shunt, if one is provided.

ENGINE STARTER AND INTERLOCK CIRCUITS

The starter solenoid(s) shall be connected directly to the battery positive buss bar. An interlock shall be provided to prevent the operator from engaging the starter when the engine is running.

BATTERY GROUND BUSS AND SINGLE POINT GROUND SYSTEM

All negative (ground) cables from the batteries shall be connected directly to a battery negative buss bar located as close to the batteries as practical. Appropriately sized ground feeder cables shall be utilized to provide a low impedance ground path to the negative buss bar for all electrical devices on the apparatus.

APPARATUS GROUND BONDING

The battery negative buss bar shall be connected to the chassis frame. The cab, pump enclosure (if furnished), and body structure shall be electrically bonded to the vehicle frame with braided copper grounding straps.

Y__N__

EMI/RFI PROTECTION

The apparatus electrical system and related devices shall have the ability to function in the severe electromagnetic environment typical of fire ground operations.

EMI/RFI EMISSIONS

State-of-the-art electrical system design and components shall be utilized to ensure the suppression of radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions that may cause communication and navigation radio-reception interference. The electrical system and related components shall comply with the applicable sections of J551/1 *Performance Levels and Methods of Measurement of Electromagnetic Compatibility of Vehicles, Boats (up to 15 m), and Machines (16.6 Hz to 18 GHz)*

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EMI/RFI SUSCEPTIBILITY

The apparatus electrical system shall incorporate immune circuit designs, filtering, shielding and twisted-pair wiring to control EMI/RFI susceptibility. Particular attention shall be given to harness and cable routing to minimize the potential for conducted and radiated signal susceptibility.

Electrical / electronic equipment on the apparatus shall not be susceptible to radiated and conducted EMI/RFI emissions from on-board radio transmitter(s) and shall comply with the requirements of SAE J551-12 *Vehicle Electromagnetic Immunity--On-Board Transmitter Simulation*.

Y__N__

ELECTRICAL SYSTEM PERFORMANCE TESTING

An operational test shall be conducted to ensure that all installed electrical equipment is properly connected and is in working order. The apparatus alternator shall be tested with the total continuous electrical load applied and engine running up to the engine manufacturer's governed speed for a minimum of 2 hours. Additionally, all warning lights shall be run continuously during the three (3) hour NFPA pump certification test (or at another time for not less than three (3) hours). Activation of the load management system (if furnished) shall be permitted during this test. An alarm sounded by excessive battery discharge, as detected by the low voltage warning system, or a system voltage of less than 11.8 V dc at the battery for more than 120 seconds, shall be considered a test failure.

Y__N__

CAB DASH AND INSTRUMENTS FOR 2013 EMISSIONS ENGINE

A non-glare instrument panel, custom designed to accommodate the appropriate functions, shall be provided. Illumination shall be provided for controls, switches, instruction plates, gauges, and instruments necessary for the operation of the apparatus. The cab dash shall be forward slanted, and constructed of aluminum. Rocker switches that have integral lights shall be as follows when applicable: red indicator lights shall be provided for warning light and engine/mechanical functions, green indicator lights shall be provided for scene and auxiliary lighting and general functions; selection shall be at the manufacturer's discretion.

A system shall be provided that interacts with the engine electronics and eliminates redundant senders and switches. The electronic engine gauges shall receive information on the SAE J1939 data link to improve reliability and gauge accuracy. Connectors shall be utilized for ease of service. The dial face shall be black with white lettering. The primary letters shall be in Imperial with the secondary, smaller letters in metric. The dial shall have international non-language symbols for the gauge function (except speedometer). Gauges shall have illumination with a monochrome LCD display located on the speedometer gauge. They shall also have a 250 degree dial sweep for greater definition of scale. SAE J1939 Faults and Warnings shall be displayed on the LED display.

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DRIVER'S INSTRUMENTATION

The following individually mounted gauges shall be provided: (all inclusive gauge clusters not allowed, no exceptions)

Main Gauges

3" Speedometer: 0-85 mph with built-in LCD display
Speedometer Mode Switch: Allows operator to select menu items in the display screen
Speedometer Up Switch: Allows operator to scroll up through display menu items
Speedometer Down Switch: Allows operator to scroll down through display menu items
3" Tachometer: 0-4000 rpm

Satellite Gauges

2" Fuel Level: Empty – full with low level warning indicator
2" Voltmeter: 10-16 VDC
2" Coolant Temperature: 100-240 Degrees Fahrenheit
2" Engine Oil Pressure: 0-80 psi
2" Transmission Oil Temp: 100-320 Degrees Fahrenheit
2" Front Air Pressure: 0-150 psi
2" Rear Air Pressure: 0-150 psi
2" DEF Level: Empty – full with low level warning indicator

DRIVER'S INDICATOR LIGHT MODULE

The following indicators shall be mounted in a removable modular panel in front of the steering column. The indicators shall be identified with universal ISO 2575 symbols where applicable and visible to the driver while seated. All applicable indicators in the modular panel shall automatically illuminate for 1 second upon activation of the ignition switch to verify operation:

Battery Switch "On" green indicator light
Ignition Switch "On" indicator (Manufacturer Logo)
Check Transmission amber indicator light
Check Engine amber indicator light
Stop Engine (Engine Warning) red indicator light
High Exhaust Temperature (HEST) amber indicator light (if applicable)
Diesel Particulate Filter Regeneration (DPF) amber indicator light (if applicable)
Wait-to-Start amber indicator light (if applicable)
Malfunction Indicator Light (MIL) amber indicator light (if applicable)
ABS warning amber indicator light
ATC/ESC activated amber indicator light
Spring (Parking) Brake "On" red indicator light
High Beam "On" blue indicator light
Low air pressure red indicator light

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Left Turn signal green indicator light
Right Turn signal green indicator light
General Warning red indicator light (if applicable)
DEF Level Indicator Light

AUDIBLE CAB ALARMS

Audible alarms shall be provided in the cab to alert the operator of conditions that require attention. The alarm device(s) shall be audible in the driving compartment and feature an adjustable volume control.

An intermittent audible tone shall sound when the following conditions are present and the parking brake is disengaged:

Active Hazard Warning –
(Do Not Move Apparatus; Door Open, Tower Raised, Ladder Rack Down,
etc.)
Seat Belt Warning

A steady audible tone shall sound when the following conditions are present:

Stop Engine (includes High Engine Temperature and Low Engine Oil Pressure)
Low Voltage
Engine Air Filter Restriction
Jackknife Warning (if applicable)
Tiller Cab Operator Not in Position (if applicable)

DRIVER'S AND OFFICER'S CONTROLS

The following rocker style control switches shall be identified and accessible to the driver while seated. Switches shall include integral indicator lights (where applicable) to advise that the switch has been energized and identification labels shall be illuminated for night driving.

Ignition switch with green indicator light
Engine Start switch
Headlight / Tail-Marker-ID light switch
Instrument Panel Dimmer control rheostat

The following controls shall be stalk mounted on the steering column and identified and visible to the driver while seated:

Turn Signal Control and 4-Way Hazard Warning switch
High-beam headlight switch
Windshield wiper control switch
Windshield washer control switch

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The following controls shall be identified and accessible to the driver while seated:

Parking (Spring) Brake Control
High Idle control switch
Other controls (as defined elsewhere in this specification)

The following controls shall be identified and accessible to both the driver and officer while seated. Controls shall be identified and illuminated for night driving.

HVAC control panel

Other controls (as defined elsewhere in this specification)

Y__N__

EMERGENCY & WORK LIGHT SWITCH PANELS - DRIVER'S & OFFICER'S SIDES

All emergency light and work area lighting control switches shall be mounted in removable panels located in the overhead position on both the driver's and officer's side of the cab. The light switches shall be "rocker" type with an internal indicator light (where applicable) to show when the switch is energized. All switches shall be properly identified by an illuminated label for night driving.

A master warning light switch shall be provided for emergency lighting.

A momentary clear warning light switch shall be provided for clear emergency lighting control that shall default on.

Work lights are defined as ground, step, rear pick up, hose bed or dunnage area, if on the apparatus and specified.

Y__N__

DOOR AJAR/HAZARD INDICATOR LIGHT (DO NOT MOVE APPARATUS)

A Whelen "T0" series 2" round red flashing LED light with chrome flange shall illuminate automatically whenever the apparatus parking brake is not fully engaged and any of the following conditions exist:

Any passenger or equipment compartment door is open.
Any ladder or equipment rack is not in the stowed position.
Stabilizer system is not in its stowed position.
Powered light tower is extended.
Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

The hazard warning light shall be identified with a label that reads: "Do Not Move Apparatus When Light Is On." The light shall be located on the ceiling between the driver and the officer.

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DIGITAL CLOCK

Y__N__

A 24 hour real-time digital clock shall be identified and visible to the driver while seated..

HAZARD WARNING BUZZER

Y__N__

There shall be an audible alarm on the cab dash that shall sound whenever the door ajar/hazard warning indicator is activated. Alarm shall be wired to the parking brake control and work in conjunction with the hazard warning light.

Y__N__

ELECTRICAL WIRING REQUIREMENTS - INTELEX™ PLUS

The apparatus shall be equipped with an INTELEX™ PLUS management system for control of the electrical system devices, where applicable.

CIRCUIT PROTECTION

Circuit protection devices shall be utilized to protect each electrical circuit. All circuit protection devices shall be sized according to 125% of the anticipated load to prevent wire and component damage when subjected to extreme current overload.

SOLID STATE CIRCUIT PROTECTION

Intelix power distribution modules shall utilize solid state output channels and feature fully protected high-side drivers (+12V) to protect wiring. High-side drivers shall provide overload protection, current limitation, transient protection, and replicate the function of an automatic reset circuit breaker. If output current exceeds the rated amperage, the output shall automatically turn off. After 30 seconds, the module shall attempt to re-energize the load. If the output is still overloaded, it shall remain off until the power is cycled. In the event of a communications loss with the vehicle's control module, all outputs not controlling a moving device, such as a ladder rack, shall remain in their previous state until communication is restored or the power is cycled.

NON-SOLID STATE CIRCUIT PROTECTION

Circuit breakers shall be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258 unless operational requirements and/or safety concerns dictate Type-III manual reset type conforming to SAE J1625. Automotive-type fuses conforming to SAE J554, J1284, J1888 or J2077 shall be utilized when required to protect electronic equipment.

POWER CONTROL RELAYS AND SOLENOIDS

Power control relays and solenoids shall have a direct current (dc) rating of 125 percent of the anticipated current load.

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BUSSMANN MVEC RELAYS AND CIRCUIT PROTECTION

Manufactured as a hardened and weather tight module, the mVEC is rated at 200 Amps. The mVEC is configured to provide various OEM circuit protection and switching functions, using industry standard fuses, relays and breakers, with the status and control of each circuit accessible through J1939 CAN open messages. Each mVEC is rated at 200 Amps, with individual outputs rated up to 30 Amps. Waterproof to high pressure spraying (IP66 equivalent). The mVEC is designed and manufactured with robust features such as heavy-duty housing, silicon and Gortex gaskets, and protective conformal coated electronics, to operate in demanding vehicle environments such as those found in fire apparatus.

Y___N___

INFORMATION CENTER II

A 5" color display capable of displaying graphical images as well as text messages shall be located on the cab dash. The main display page shall include the date, time and ambient air temperature in Fahrenheit. Additional information pages shall be provided for the warning indications, not stowed indications, and open doors. The display shall be dimmable with a Rheostat control on the dash and shall have an override button on the control to dim to ten (10) percent.

APPARATUS STATUS INDICATORS AND AUDIBLE ALARMS

If a monitored "Not Stowed" or "Warning" condition is active, the corresponding status indicator shall flash. In addition to visual indicators, audible alarms shall sound when designated conditions activate the "Not Stowed" and "Warning" status indicators.

WARNING INDICATOR

A flashing red triangle symbol shall alert the vehicle occupants of an active "WARNING" condition. This is defined as a situation or status on the vehicle that is of high priority or "mission critical" nature. The flashing red triangle shall be displayed on the Information Center and dash gauge panel in front of the driver. The following are typical "Warning" (high priority) conditions:

HYDRAULIC FILTER	LOAD MANAGE	LOW AIR PSI
CAB NOT LOCKED	LOW VOLTAGE	JACK KNIFE
AIR RESTRICTION	ABS FAULT	TRAILER ABS

NOT STOWED INDICATOR

A flashing Not Stowed indicator shall alert the vehicle occupants of an active "Not Stowed" condition. This is defined as a situation or status on the vehicle that is not of high priority or "mission critical" nature, but requires attention before the vehicle is put in motion. The following are typical "Not Stowed" (not high priority) conditions:

AERIAL RAISED	DECK GUN RAISED	JACKS
EXTENDED		

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The following items are considered Not Stowed only when the parking brake is released.

LADDER UP	JACKS EXTENDED	Q2B TILTED
LIGHT TOWER UP	DECK GUN RAISED	DS TELE
LIGHT UP		
OUTRIGGERS	STEP DOWN	PS TELE
LIGHT UP		
DS HATCH OPEN	PS HATCH OPEN	PEDESTAL
COVER UP		

AUDIBLE ALARMS

The following conditions shall cause the audible alarm to sound “steady” (not an intermittent beep); signifying a “mission critical” condition exists that requires immediate attention.

STOP ENGINE	CAB NOT LATCHED	LOW VOLT
LOW AIR	ABS FAULT	
LOW COOLANT	LOW OIL PRESSURE	

Corresponding “Low Air”, “Stop Engine” visual indicators shall be located in the dash gauge panel in front of the driver.

The following conditions shall cause a chime alarm to sound “intermittently” (i.e., beep), once the parking brake is released, signifying a condition exists that may become “mission critical” if not quickly addressed.

ANY LIGHT NOT STOWED
ANY BODY DOOR OPEN
ANY CAB OR CREW CAB DOOR OPEN

An audible alarm shall sound if any of the seat belts are not properly closed and the vehicle is going 5 mph or greater. The sound shall be different from all other audible alarms in the cab.

OPEN DOORS / DEPLOYED EQUIPMENT RACKS / EXTENDED STEPS

When a cab or compartment door is open, a step is extended, or equipment (i.e., ladder) rack is deployed, the “DOORS” indicator shall flash. Pressing the corresponding button shall display an overhead graphical representation of the apparatus. This image depicts the open cab door(s), open compartment door(s), deployed equipment rack(s), and/or extended step(s). The chime alarm shall also sound when the parking brake is released.

Y__N__

The following shall display on the information display screen:

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Y__N__

AUTOMATED ELECTRICAL LOAD MANAGEMENT SYSTEM

The apparatus shall be equipped with an automated load management system. The load management system shall monitor battery voltage and activate the engine high idle system (provided NFPA interlocks have been established) before disabling any electrical loads. If engine high idle is not available or activation does not result in sufficient battery system voltage, individual electrical loads shall be automatically and sequentially deactivated until voltage returns to an acceptable level. Loads shall be sequentially reactivated to avoid a sudden large voltage demand on the system. Electrical loads defined in NFPA 1901 as “minimum continuous” shall not be subject to automatic load management. Load prioritization shall be independently field programmable by authorized users.

If the load management system becomes active, the “LOAD MANAGE” indicator shall illuminate on the "Warnings" page of the INTELEX™ PLUS cab mounted display.

Y__N__

LOAD SEQUENCER

A sequential switching device shall automatically energize the specified optical warning devices to minimize potentially damaging voltage fluctuations due to the sudden addition or removal of large current demands on the electrical system. Upon activation of the “EMERGENCY MASTER” warning switch and provided the individual optical warning device switches are also activated, the following loads shall be activated (or deactivated) in 0.5 second intervals:

- Front Light Bar
- Side Light Bar (if applicable)
- Front and Rear Flashing Lights
- Side Warning
- Rear Beacons
- High Beam Headlight Flash

Y__N__

VEHICLE DATA RECORDER AND SEAT MONITOR DISPLAY

Fire Research series SBA200-A00 seat monitor display and vehicle data recorder kit shall be installed. The kit shall include a seat monitor display module, a vehicle data recorder, and cables.

The seat monitor display shall be programmable for up to twelve (12) seats and have a seatbelt icon for each. A message display, push buttons for navigating through programs, and vehicle system warning indicators shall be located on the front of the seat monitor display.

The data recorder case shall be waterproof. It shall have inputs for monitored information from the vehicle J1939 CAN bus, independent sensors, seatbelt and seat occupied switches, outputs for audible alarms, and two-way FRC datalink connectors.

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The vehicle data recorder shall record the following data once per second and store it in a 48 hour loop:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch
- Time
- Date

The vehicle data recorder shall record the following data once per minute and have memory to store it for 100 engine hours:

- Maximum Vehicle Speed
- Maximum Acceleration
- Maximum Deceleration
- Maximum Engine Speed
- Maximum Engine Throttle Position
- ABS Event
- Seat Occupied with Seat Belt Unbuckled
- Master Optical Warning Device Switch
- Time
- Date

The oldest data shall be erased first when memory capacity is reached. All data shall be password protected and uploadable from the vehicle data recorder to a computer running FRC HAWK data management software. The HAWK software shall store, manage, provide graphic displays and produce formatted reports of the vehicle data recorder data.

Y__N__

ELECTRICAL SYSTEM DIAGNOSTICS

The apparatus shall feature on-board electrical system diagnostics and provision for off-board diagnostic service equipment.

ON-BOARD DIAGNOSTICS

On-board diagnostic indicators shall be provided to support rapid troubleshooting of the INTELEX™ PLUS based electrical power and signal system. The input and output status of each INTELEX™ PLUS system module shall be easily determined through easy to use display pages.

Switches shall be provided in the cab to allow the operator or service personnel to obtain On-Board diagnostic information from the ABS system and Engine Controller.

A troubleshooting guide shall be provided with the vehicle to assist with interpretation of the diagnostic signals.

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OFF-BOARD DIAGNOSTIC PROVISION

An interface port shall be provided for service access to the INTELEX™ PLUS data bus. The diagnostic port shall be mounted inside the cab on the driver side in a location that is accessible from the ground.

Y__N__

POWER STUDS (OVERHEAD SWITCH PANEL)

Three (3) studs shall be provided in the overhead switch panel to provide a 12 volt feed. The studs shall consist of a 12 volt direct stud, switched battery stud and grounding stud.

Y__N__

POWER STUDS (CAB DASH)

Four (4) studs shall be provided in the cab dash area to provide a 12 volt feed. The studs shall consist of a 12 volt direct stud, switched battery stud, switched ignition stud and grounding stud.

Y__N__

BUSS BAR (UNDER OFFICER'S SEAT)

A four (4) stud 30 Amp buss bar with protective cover shall be provided under the officer's seat to provide a 12 volt feed. The studs shall consist of a 12 volt direct stud, switched battery stud, switched ignition stud and grounding stud.

Y__N__

No Power Strip & Receptacle Required on Driver's Side Cab Interior Wall

Y__N__

BUSS BAR (UNDER ENGINE TUNNEL)

One (1) four (4) stud 30 Amp buss bar(s) shall be provided under the rear engine tunnel panel to provide a 12 volt feed. The studs shall consist of two (2) 12 volt direct studs, switched battery stud, and grounding stud.

Y__N__

DASH LAYOUT

The Manufacturer shall furnish a dash layout drawing to the Fire Department for their review and approval. The drawing shall detail the locations for installation of radios, sirens, light switches, gauges, etc. Due to the cab dash configuration and electrical wiring design, the components shall have designated locations that each will fit. The Fire Department shall review and approve the layout during the Engineering Conference.

Y__N__

AMMETER

A heavy duty ammeter shall be included with the cab dash gauges. The ammeter scale shall read from -500 amps to +500 amps indicating charging status of the engine alternator.

Y__N__

OFFICER SPEEDOMETER

An additional speedometer shall be provided on the right hand side of the dash so that the

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officer can monitor apparatus speed. The speedometer shall be analog. The speedometer lettering shall be in Imperial.

Y__N__

12 VOLT PLUG(S) AND RECEPTACLE(S)

One (1) 12 volt power plug receptacle(s) and cover(s) shall be provided on the officer's side of the dash and shall be wired battery direct, with a fused circuit. The plug and receptacle are made from corrosion resistant marine grade materials. The plug locks into the receptacle providing a positive moisture proof connection.

The power point shall be located at the outboard lower corner of the center dash panel to the officer's side.

Y__N__

12 VOLT PLUG(S) AND RECEPTACLE(S)

Two (2) 12 volt power plug receptacle(s) and cover(s) shall be provided and shall be wired battery direct, with a fused circuit. The plug and receptacle are made from corrosion resistant marine grade materials. The plug locks into the receptacle providing a positive moisture proof connection.

Location of the 12V Power Point(s) shall be located in zone 17 and 18 in the lower outboard position

Y__N__

OUTLET BOX

A fabricated 0.090" aluminum enclosed box that follows the contour of the engine tunnel shall be provided aft of the officer's seat on the side of the engine tunnel. It shall be covered with black LINE-X to match the color of the engine tunnel. This outlet box shall be capable of holding one (1) 12 volt power point, one (1) USB charger port and one (1) 120 volt receptacle. (The power point, USB charger port and receptacle are not included in this cost.)

Y__N__

12 VOLT PLUG(S) AND RECEPTACLE(S)

One (1) 12 volt power plug receptacle(s) and cover(s) shall be provided and shall be wired battery direct, with a fused circuit. The plug and receptacle are made from corrosion resistant marine grade materials. The plug locks into the receptacle providing a positive moisture proof connection.

Location of the 12V Power Point(s) shall be: Outlet Box

Y__N__

USB CHARGER PORT

One (1) Kussmaul Electronics model 091-219-5 USB 2.4/2.4 Amp Dual Charger Ports shall be wired battery direct with a fused circuit and shall be located on the dash as follows:

Location of USB charger port shall be: Outlet Box

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120 VOLT SHORELINE POWERED RECEPTACLE(S) IN CAB INTERIOR

Y__N__

One (1) 120-volt, 20 amp, 3-wire receptacle(s) shall be provided in the cab interior in accordance with NFPA guidelines. A brushed stainless steel cover plate shall be provided to protect the receptacle. The receptacle shall be powered by the shorepower inlet and labeled accordingly.

The receptacle(s) shall be located: Outlet Box

Y__N__

NEMA Rating: 5-20R (20 Amp) Non-Twist-Lock, Single.

Y__N__

One (1) stainless steel wallplate(s) shall be installed.

Y__N__

USB CHARGER PORT

Two (2) Kussmaul Electronics model 091-219 USB 2.1/1.0 Amp Dual Charger Ports shall be wired battery direct with a fused circuit and shall be located on the dash as follows:

Location of USB charger port shall be located in zone 17 and 18 in the lower outboard position.

Y__N__

STEREO

One (1) Pioneer AM/FM/CD/MP3 stereo with four (4) 5.25" coaxial speakers shall be provided and installed. The AM/FM radio, with OEL display, shall have a CD and MP3 player. It shall have USB direct control for iPod/iPhone. The stereo radio shall be centrally located in the overhead console and the speakers shall be located two (2) in the front of the cab behind driver and officer, and two (2) in the rear cab corners. A stereo antenna shall also be installed.

Y__N__

STEREO MASTER SWITCH

A stereo master switch shall be provided for the **officer**, located per the approved dash layout drawing. **When the master switch is on, the radio will be off. When the master switch is off, the radio will be on.**

Y__N__

TWO-WAY RADIO ANTENNA MOUNT(S)

Four (4) universal antenna mount(s), model MATM, with 17 feet of coax cable and weatherproof cap shall be provided for the two-way radio equipment. The mount(s) shall be installed in the cab roof, behind the lightbar, unless specified differently.

Y__N__

The antenna lead shall terminate in the officer's seat riser. Any excess cable shall be secured in an accessible location.

Y__N__

The antenna location shall be: Behind lightbar spaced evenly

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Y__N__

HEADSET INTERCOM SYTEM

One (1) Sigtronics UltraSound Emergency Intercom System, model US-45D, shall be provided and installed on the apparatus. This system shall provide for in cab and on-scene communications for the crew. This voice activated intercom system interfaces with dual radios, provides for up to four (4) headsets and allows for two (2) transmit positions in the cab along with a third transmit position on the body of the apparatus.

The base unit shall measure 4" D x 7.88" W x 2.31" H with mounting bracket.

The intercom shall be located: _____

The body transmitter and headset jack shall be located: _____

Y__N__

HEADSET(S)

Four (4) Sigtronics model SE-48 headset(s) shall be provided. The headset shall be designed to be worn with or without a helmet. There shall be one (1) headset hanger hook located above the seat position over the inside shoulder.

Y__N__

WARRANTY

Sigtronics shall provide a limited one (1) year warranty. See warranty certificate for complete details.

Y__N__

WARRANTY

Sigtronics shall provide a limited two (2) year warranty. See warranty certificate for complete details.

Y__N__

REAR VIEW CAMERA SYSTEM

A Zone Defense rear view camera system, #ZD.323.1.4, shall be installed. The system shall consist of the following items:

- One (1) ZD.M.302 7" color LCD 22 pin, digital monitor, 182mm wide x 122mm high x 26mm thick with speaker 7G rated.
- One (1) CAM.313C Color camera with 1-3" Color CCD Sensor, True Zero Light Night Vision with 18 infrared LEDs and a microphone 120 degree lens, 10G, 1P69K rated..
- One (1) ASSC.402.302 remote control.
- One (1) ASSC.400D Pana-vise mount shall be used to mount the monitor. Pana-vise mount shall be a T-bolt all-metal construction, pedestal mount with a 6" rise and adjustment knob.
- One (1) 65 foot cable.
- All required mounting hardware.

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The camera monitor shall be hung from the overhead console in zone 9.

Y__N__

The rear view camera color shall be black.

Y__N__

The rear view camera shall be surface mounted on the rear upper bulkhead, close to center. An ATP guard shall be installed around the camera.

Y__N__

BATTERIES

Six (6) 12V Group 31 950 CCA batteries shall be installed three each side of the cab under the rear entrance way.

Y__N__

Heavy-duty battery cables shall be provided to maximize power available to the electrical system.

Y__N__

JUMPER CABLE STUDS

A pair of jumper cable studs with color coded covers shall be provided under the driver's side battery storage area.

Y__N__

BATTERY AND ELECTRICAL COMPONENT STORAGE AREAS

Battery and electrical component storage areas shall be constructed of stainless steel with structural steel tubes at the corner mounting points and shall be located one (1) each side mounted on the vehicle frame. They shall be well ventilated and enclosed to protect against road splash and debris. Suitable provisions shall be provided for drainage.

The batteries shall be held firmly in place by providing a full frame type top clamp which encloses the battery set on all four (4) upper corner sides. The one piece clamp shall be fabricated of 3/4" angles and be held in place by four (4) "J" shaped clamping bolts placed in the corners. Battery inspection shall be available by tilting the full tilt cab.

Y__N__

The interior of the battery box where the batteries are installed shall be painted to match the color of the lower cab.

Y__N__

BATTERY MATS

The batteries shall be installed on a non-corrosive Turtle Tile mat.

Y__N__

DISCONNECT SWITCH - BLUE SEA 9003

A master load disconnect switch shall be provided between the battery positive buss bar and the remainder of the switched battery electrical loads on the apparatus. A green "battery on" pilot light that is visible from the driver's position shall be provided.

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One (1) single battery system switch mounted near the driver's side front entrance in a location so it may be turned off by a person standing on the ground outside the vehicle. It shall have the capacity to handle 350 amps of continuous power.

Y__N__

BATTERY CHARGER KIT

A Kussmaul Battery Charger Kit model 50-03-1406 shall be provided.

BATTERY CHARGER

Included in the kit shall be one (1) Kussmaul model LPC-40 single battery charger system that shall be installed in the vehicle's electrical system. The charger shall be fully automatic and shall maintain the truck batteries at a full charge level when connected to a 120 VAC source. Remote sensing shall be provided to compensate the charger output for the voltage drop in the charging wires.

AUTO EJECT AND DELUXE COVER

Also included in the kit shall be one (1) Kussmaul 120 VAC "Super Auto Eject" shoreline power connector. The shoreline power connector shall be provided with a spring loaded cover to prevent water from entering when the shoreline is not connected. A label shall be permanently affixed at the power inlet that indicates the line voltage in volts and the current rating in amps.

One (1) Super Auto Eject Deluxe Cover with Digital Display, model 091-55-194X shall also be provided. The cover with lid shall open 180 degrees. The display shall have a three (3) digit number for both the voltage and amperage.

Y__N__

The battery charger/compressor shall be located on the driver's side wall adjacent to the side window.

Y__N__

BATTERY CHARGER/AIR COMPRESSOR COVER

A smooth aluminum cover shall be provided over the battery charger/air compressor. The outside finish shall match the cab interior finish.

Y__N__

The Super Auto Eject plug shall be 20 amperes.

Y__N__

The Kussmaul Super Auto Eject Plug shall be located behind the driver's door on the cab's side.

Y__N__

The Super Auto Eject Cover shall be red.

Y__N__

120 VOLT SHORELINE POWERED RECEPTACLE(S) IN CAB INTERIOR

One (1) 120-volt, 20 amp, 3-wire receptacle(s) shall be provided in the cab interior in accordance with NFPA guidelines. A brushed stainless steel cover plate shall be provided to protect the receptacle. The receptacle shall be powered by the shorepower

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inlet and labeled accordingly.

A plug and cable assembly shall be installed, connecting the battery charger/compressor to the receptacle.

The receptacle(s) shall be located near the battery charger or compressor.

NEMA Rating: 5-20R (20 Amp) Non-Twist-Lock, Duplex.

One (1) stainless steel wallplate(s) shall be installed.

Y__N__

Y__N__

Y__N__

AUTO EJECT PLUG

A Kussmaul 20 Amp, 120 VAC "Super Auto Eject" shoreline power connector shall be provided for the battery charger. The shoreline power connector shall be provided with a spring loaded cover to prevent water from entering when the shoreline is not connected. A label shall be permanently affixed at the power inlet that indicates the line voltage in volts and the current rating in amps.

The Kussmaul Super Auto Eject Plug shall be located behind the driver's door on the cab's side.

The Super Auto Eject Cover shall be red.

Y__N__

Y__N__

Y__N__

HEADLIGHTS

Front headlights shall be mounted on the front cab face to the left and right of the engine cooling intake grille. The headlights shall be quad type, rectangular JW Speaker model 8800 12-volt LED with bright finished trim rings and bezels. The low beam headlights shall be located at the outer position.

The headlights shall be in the middle position.

Y__N__

Y__N__

ALTERNATING FLASHING HEADLIGHTS

The chassis high beam headlights shall flash alternately controlled by a rocker switch.

Y__N__

FRONT DIRECTIONAL FLANGES

A pair of chrome plated flanges shall be provided for the Whelen M6 series front directional lights. One (1) flange shall be located on each side of the cab front face.

The front directional light bezels shall be in the uppermost position.

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Y__N__

FRONT DIRECTIONAL LIGHTS

There shall be one (1) Whelen M6TC LED amber arrow directional signal light installed on each side of the cab front face. The light shall have an amber arrow shape with black background and shall be provided with a "flash" pattern; a "sweep" pattern shall not be allowed. Lens color shall be clear.

Y__N__

CLEARANCE LIGHTS

Exterior cab lighting shall meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and any National Fire Protection Association requirements in effect at the time of proposal.

Five (5) surface mount Truck-Lite model 35, amber LED with amber lens type clearance and identification lights with chrome mounts shall be installed across the top leading edge of the cab roof.

Y__N__

MARKER LIGHTS

A TecNiq S34-C amber LED marker light with clear lens shall be recess mounted in a rubber sealing grommet placed in the lower front cab side, forward of the driver and officer door, on each side of the cab. The light body shall be urethane filled to ensure against moisture intrusion. These cowl mounted lights shall have 100,000 hour life and shall carry a manufacturers 10 year warranty.

Seven (7) TecNiq S34-C, red LED marker and clearance lights with clear lens shall be installed at the rear of the body. The three light identification cluster shall be surface mounted on the rear step vertical flange. Two lights shall be placed at each lower rear body corner, facing the side. Two lights shall be placed in the upper rear body corners, facing the rear.

Y__N__

MARKER LIGHTS

Four (4) additional TecNiq S34-C, amber LED marker lights with clear lens shall be provided, two (2) on each side of the vehicle, forward of the rear axle. Lights shall be located by the manufacturer.

Y__N__

TURN/MARKER LIGHTS

One (1) Britax model L428, short rubber double faced directional light shall be provided and installed on the rear body fender panel on each side of the vehicle. The amber lens shall face forward and the red lens shall face to the rear.

One (1) TecNiq model S34-A amber marker light shall be located on each side of the body just forward of the front compartments, near the bottom. The lens shall match the other marker light lenses on the apparatus.

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REAR MARKER LIGHTS

Y__N__

A Britax long stemmed "LED" dual faced #L427 long, marker light shall be placed at each rear corner of the body. The front lens shall be amber; the rear lens shall be red.

LICENSE PLATE LED LIGHT & BRACKET

Y__N__

A stainless steel License Plate Bracket & LED Light, Locate to the right of the B/T/T on the left side of the body.

D.O.T. REFLECTORS

Y__N__

Reflectors shall be placed on the cab and body as required by Federal standards. An amber reflector, Signal Stat, model 32ADB, shall be placed on each side of the cab. Four (4) Signal Stat model 32DB red reflectors shall be located on the rear face and sides of the body. The reflectors shall be rectangular in shape.

SIDE DIRECTIONAL LIGHTS

Y__N__

Britax model #L428, short rubber side LED directional lights shall be provided in addition to the front turn signals. One (1) light shall be mounted just above the front fender on each side of the cab. Lamp shall have an amber plastic lens at front and a red lens facing rear.

BRAKE/TURN/BACKUP/WARNING LIGHTS CONFIGURATION

Y__N__

The brake, turn, backup and warning lights shall be located at the rear of the apparatus. Each light shall be mounted horizontally in a vertical configuration, one light atop the other.

The order of lights shall be as follows:

Top: Turn

Second from top: Brake

Third from top: Backup

Bottom: Emergency



REAR TAIL LIGHT LOCATION

Y__N__

There shall be two (2) vertical style fabricated stainless steel box enclosures mounted one (1) each side of the trailer frame near the back end over the rear tailboard. The

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enclosures shall be painted job color and shall hold the tail lights in a vertical configuration.

Y__N__

BRAKE/TAIL LIGHTS

Two (2) Whelen M6 series LED red brake/tail lights, model M6BTTC, with clear outer lens, shall be mounted at the rear of the apparatus, one on each side. All brakes lights shall be programmed for "steady burn" operation in compliance with FMVSS No. 108.

Y__N__

TURN SIGNAL LIGHTS

Two (2) Whelen M6 series Super-LED amber turn lights, model M6TC, with clear outer lens, shall be mounted at the rear of the apparatus, one on each side. They shall be provided with a "flash" pattern; a "sweep" pattern shall not be allowed.

Y__N__

BACK UP LIGHTS

Two (2) Whelen M6 series clear Super-LED back up lights, model M6BUW, shall be mounted at the rear of the apparatus, one on each side.

Y__N__

BEZELS - FOUR (4) LIGHT

Three (3) pair of Whelen model #M6FCV4 vertical 4-lamp, polished chrome housings shall be provided for the M6 Series rear stop/tail, turn, and backup lights.

Y__N__

LIGHT ACTIVATION

The cab step lights shall be activated with the cab door open switch.

The step lights on the body shall be activated with the parking brake in conjunction with the marker lights.

Y__N__

CAB STEP LIGHTS

Eight (8) TecNiq model EON, LED step lights shall be provided, two (2) at each cab entrance door. They shall be mounted one (1) above and one (1) below each intermediate step.

Y__N__

TURNTABLE STEP LIGHTS

Two (2) TecNiq Eon LED step lights, each with a polished stainless steel flange, shall be surface mounted one (1) on each side to illuminate the folding steps to the turntable.

One (1) TecNiq Eon LED step lights with a polished stainless steel flange shall be surface mounted to the forward side of each rear tractor fender to illuminate the tractor running boards.

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ACCESS LADDER STEP LIGHTS

Y__N__

The access ladder shall be illuminated by one (1) TecNiq Eon LED horizontal surface mounted step light located above the top step shining downward and one (1) TecNiq E10 LED surface mounted step light located below the top step, also shining downward.

TURNTABLE STEP LIGHTS

Y__N__

There shall be three (3) TecNiq Eon LED step lights at the base of the aerial to illuminate the turntable stepping surfaces.

There shall be a TecNiq Eon LED step light on the pedestal to illuminate the area around the pedestal. This light shall be activated with the aerial PTO.

LIGHT ACTIVATION

Y__N__

A rocker switch shall be provided **in the cab and tillerman cab**, that once activated, shall turn on all the ground lights under every cab and crew cab door and all the ground lights on the body.

In addition, the ground lights under the cab shall come on any time a cab door is opened, regardless of the perimeter light switch position.

GROUND LIGHTS AS SIDE DIRECTIONALS

Y__N__

All the ground lights on the right side of the apparatus shall illuminate any time the right directional is actuated. All the ground lights on the left side of the apparatus shall illuminate any time the left directional is actuated. The lights shall cancel one second after the directional switch is cancelled.

GROUND LIGHTS ILLUMINATE IN REVERSE

Y__N__

All the ground lights on the **cab and body** shall illuminate any time the chassis transmission is placed in reverse.

GROUND LIGHTS

Y__N__

Four (4) weatherproof TecNiq #E10 LED ground lights shall be provided underneath the cab, per NFPA requirements.

GROUND LIGHTS

Y__N__

Four (4) weatherproof TecNiq #E10 LED ground lights shall be provided underneath the body, per NFPA requirements.

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GROUND LIGHTS

Y__N__

In addition to the standard, NFPA required ground lights, fourteen (14) weatherproof TecNiq #E10 LED ground lights shall be provided underneath the vehicle.

Location of the additional TecNiq #E10 LED ground lights shall be:

One each side of Front Bumper

One each side of Ladder Bay

LS1, LS2, LS3, LS4, LS5

RS1, RS2, RS3, RS4, RS5

Y__N__

ENGINE COMPARTMENT WORK LIGHTS

Two (2) TecNiq E10 LED engine compartment work lights shall be provided and wired to illuminate automatically when the cab is tilted. The lights shall also be wired through the engine compartment access door switch, providing illumination of fluid dip sticks and coolant overflow reservoir.

Y__N__

PARKING LIGHTS

Four (4) TecNiq #E960 LED, side mounted, surface mounted, parking lights shall be provided. The lights shall have a stainless steel housing. **They shall be installed one each side of body in the front and rear wheel well area.** Light mounting fixture shall be designed so that light is angled to shine out to the rear and down towards the ground. They shall be switched on from the driver's position in the cab.

Y__N__

TILLER ALIGNMENT LIGHT

A center mounted tiller alignment light with chrome pole for the tiller driver shall be mounted on the tractor cab roof. The light shall be an Attwood model NVGLC-1-12-1, a red/green bi-color LED with 12" pole.

Y__N__

INTERIOR CAB DOME LIGHTS

Four (4) Whelen 60CREGCS 6" round red/clear LED lights with push buttons shall be mounted in the cab ceiling. Two (2) in front (driver & officer) and two (2) in the crew cab. All lights shall be controlled by a switch on the light head.

Y__N__

AUTOMATIC DOOR SWITCHES

Automatic door switches shall be provided for the cab dome lights.

Y__N__

The white dome light activates with the automatic door switch.

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CAB DOOR INTERIOR LIGHTS

Y__N__

Four (4) Whelen model TLIR, red, ION™ T-Series™ Linear Super-LED® lights in black horizontal flanges shall be installed on the interior of the specified cab entrance doors, above the door seal in the lower outboard corner.

Y__N__

The cab doors receiving lights shall be all the doors.

Y__N__

HAND LIGHTS

Four (4) **Streamlight Fire Vulcan® LED model 44450** rechargeable hand light(s) with quick release shoulder strap(s) shall be provided. The hand light shall be orange in color and feature a C4 LED primary bulb and two(2) blue LED taillights. The momentary toggle switch has 8 different modes of operation. A 12 volt DC direct wire charging rack shall be installed and wired to vehicle electrical system.

Y__N__

The hand lights shall be shipped loose.

Y__N__

COMPARTMENT LIGHT(S)

Four (4) transverse compartment(s) shall have a ROM LED lighting strip installed on both sides of each door. The full height lighting strips shall be mounted vertically along both sides of each door framing in all specified body compartments. The LED lights shall be mounted in an anodized aluminum track. A switch, installed in each door frame, shall be used to activate the lights nearest that door.

Y__N__

No Center Lights in Transverse Compartment Required

Y__N__

MINI LIGHTBAR

Two (2) Whelen model F4N MINI Freedom™ IV LED 21.5" lightbars shall be provided and installed on the cab roof, facing outward to the sides. Each lightbar consist of two (2) Linear-LED® heads with two (2) clear LED located in the center forward facing and one (1) red LED to the outside facing the side. The lightbar shall also be equipped with two (2) red corner Linear-LED® lights in the front corners.

Y__N__

The one red LED on the side of the lightbar shall be positioned toward the cab front.

Y__N__

The mini lightbars shall be located above the crew doors.

Y__N__

The Whelen mini lightbar shall be mounted using a 1.5" high mount, model MKEZ7.

Y__N__

The lens color shall be clear.

Y__N__

MINI LIGHTBAR

Two (2) Whelen model F4N MINI Freedom™ IV LED 21.5" lightbars shall be provided

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and installed on the cab roof on an approximate 30 degree angle on the front corners. Each lightbar shall consist of two (2) Linear-LED® heads with two (2) clear LED located in the center forward facing and one (1) red LED to the outside facing the side. The lightbar shall also be equipped with two (2) red corner Linear-LED® lights in the front corners.

One (1) Whelen Mini Freedom™ series LED 23" lightbar shall be installed on the cab roof, centered and forward facing. There shall be a red Linear-LED® light head in each of the two forward facing corners. The lens shall be clear.

A GTT LED emitter assembly shall be installed in the center section of the centered, forward facing lightbar. The emitter shall provide intersection control for quick response and reduced risk of accidents. The emitter shall be programmed with a high priority flash rate.

The Whelen mini lightbar shall be mounted using a 1.5" high mount, model MKEZ7.

The lens color shall be clear.

Y__N__

Y__N__

Y__N__

UPPER REAR WARNING LIGHTS

Two (2) Whelen model L315FN Super-LED® red beacons with clear lens shall be provided on the upper rear of the apparatus. The rear flasher shall have a Comet Flash pattern

Y__N__

WARNING LIGHTS

Fourteen (14) Whelen model M6RC red Super-LED® light(s) with chrome plated flange(s) and clear lens(es) shall be provided on the apparatus. The flash pattern of the light(s) shall be Triple Flash, also known as Comet Flash.

Y__N__

Location of each perimeter warning light shall be:

Zone A Upper:

☒ Front light bars
☒ Side light bars

Zone A lower:

☐ Warning lights inboard of turn signals
☒ Additional warning lights located: ☐ Below Headlights

Zone B/D lower:

☒ Warning lights on side of bumper
☒ Warning lights on side of cab, to rear of axle center, near crew door hinge

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☒ **Warning lights on body fender**

Zone C upper:

☒ **Rear beacons**

Zone C lower:

☒ **Warning lights below the backup lights**

Y__N__

AUDIBLE WARNING DEVICES

Dual automotive electric horns controlled by the steering wheel horn button shall be provided.

Y__N__

BACKUP ALARM

There shall be an Ecco SA914 electronic backup alarm provided that shall sound when the truck is placed in reverse to warn persons near or on the apparatus. The alarm shall be automatically adjustable and shall maintain a sound level of a minimum of 5 decibels over the environmental noise level. Sound level range shall be 87 to 112 decibels.

Y__N__

TWO-WAY TILLER TO CAB LIGHT & BUZZER SYSTEM

There shall be a two way signal and warning system provided to indicate truck movement as required by the NFPA. It shall consist of a buzzer mounted in the tractor cab that shall instruct the driver to go forward, backup or stop and a second buzzer located in the tiller cab to alert tillerman that the vehicle will be moving forward or backward. Buzzers shall be activated by a switch located in tractor cab and the "horn" button in the center of the tiller steering wheel. They shall be labeled: (1 - STOP) (2 - GO) (3 - BACKUP). There also shall be a red indicator light in each cab that shall be illuminated when the buzzer sounds.

The tillerman's buzzer button shall also be part of the engine starting system interlock that requires tillerman to be on board, i.e. he must activate buzzer to allow driver to start engine.

Y__N__

DUAL AIR HORNS

Two (2) Grover Stuttertone chrome air horns shall be furnished. A pressure protection valve shall be installed in-line to prevent loss of all air from the vehicle air brake system. **The air horns shall be 24" in length** and shall be as long as possible, dependent upon other selected options and extension length.

Y__N__

Both of the air horns shall be located on the right side of bumper.

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AIR HORN SELECTOR SWITCH

Y__N__

An air/electric horn selector switch shall be provided which will allow either the electric or air horn to be actuated by the horn button on the steering wheel.

AIR HORN FOOT SWITCH

Y__N__

One (1) Linemaster® Model 632-S momentary foot operated switch(es) to activate the air horn(s) shall be installed on the cab floor.

The foot switch shall not be deactivated when the parking brake is set.

Y__N__

The foot switch shall be located on the officer's side floor, outboard position.

Y__N__

AIR SHUT OFF VALVE

Y__N__

An air shut off valve shall be provided in the feed line to the air horns, under the dash on the driver's side.

WHELEN SIREN

Y__N__

A Whelen model 295SLSC1 electronic siren shall be provided in the cab dash. The siren has a selectable output of 100 or 200 Watts. The microphone shall be removable.

The siren head shall be wired battery switched. Auxiliary activation switches shall only be active when the emergency master and ignition are activated.

The location of the siren mic clip shall be determined at the final inspection.

Y__N__

SIREN SPEAKER(S)

Y__N__

One (1) Whelen Projector Series SA-315P, 100-watt speaker(s) with Manufacturer logo polished grille shall be recess mounted in the front bumper extension.

The speaker shall be located in the center of the bumper.

Y__N__

MECHANICAL SIREN

Y__N__

A Federal Signal Model Q2B® siren with chrome plated housing shall be recessed mounted in the front bumper extension with front and vane grille exposed. There shall be an electric brake control installed in the cab, at the driver's switch panel, properly labeled.

The siren activation switches shall only be active when the emergency master is activated.

The Q2B® siren shall be mounted on the left side of the bumper, notched out and flush.

Y__N__

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MECHANICAL Q2B® FOOT SWITCH

Y__N__

Two (2) Linemaster® Model 632-S momentary foot operated switch(es) to activate the mechanical Q2B® siren shall be installed on the toe board of the cab floor.

Y__N__

The foot switch shall be deactivated when the parking brake is set.

Y__N__

A foot switch shall be located on the driver's side, outboard of the steering column and on the officer's side floor, inboard position.

Y__N__

FOOT SWITCH BRACKET

An aluminum tread plate angle panel shall be installed to hold a single foot switch shall be installed on the driver's side.

Y__N__

FOOT SWITCH BRACKET

A metal fabricated FDNY style angled foot switch bracket shall be installed by the officer's feet. The bracket allows for 2 Linemaster® model 632-S foot switches.

This photo shows 2 brackets, each holding a foot switches along with a model 491 siren brake switch between them.

Y__N__

TRACTOR MOUNTING SUBSTRUCTURE

The tractor body shall be mounted to the chassis frame with 6 heavy duty gusseted angle L-brackets (3 each side). The angle brackets shall be made from 3" x 3" x 0.25" horizontal angles and 3" x 5# vertical channel welded in an "L" shape. These angle brackets shall also serve to support the running boards on each side of the vehicle. The rear fender areas shall be supported by a 3" x 5 lb. "C" channel assembly that shall be bolted to the chassis frame (1 each side). The front fender area shall be supported by a 3" x 5 lb. channel that is fully transverse from driver's to officer's side and bolted to a chassis cross member. In addition, the compartment behind the cab shall be supported by (4) 0.38" formed steel brackets (1 in each corner of the compartment) and bolted directly to the chassis frame.

Y__N__

TRACTOR REAR STAINLESS STEEL INNER LINERS

Full semi-circular inner liners shall be provided in each wheel housing. They shall be constructed of 304 stainless steel and shall be bolted in place so they may be removed if damaged. Self-tapping sheet metal screws are not acceptable. The bottom edge of liner shall be reinforced along its full length, however, it shall not have a formed reinforcement flange to avoid trapping dirt and debris. There shall be no exception.

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Y__N__

TRACTOR REAR FENDERETTES

Polished stainless steel fenderettes shall be installed in the rear tractor fender compartment wheel openings. The fenderette shall be sufficiently wide to completely cover the outside rear tire and reduce wheel splash along the sides of the tractor and trailer. They shall be installed with 1/4" hex head bolts (self-tapping sheet metal screws are not acceptable) and have a full width rubber welt placed between the fenderette and wheel opening flange. A liberal coating of anti-corrosive and rust preventative shall be applied to the fenderette and wheel opening flange during the assembly process. The outside edge of the welting shall form a "V" bead between the fenderette and the fender compartment to prevent moisture from entering. The inside edge shall also have a small raised bead. The outside edge of the fenderette, at the wheel opening, shall be rolled inward to eliminate a sharp edge and avoid injury when cleaning the apparatus.

Y__N__

TRACTOR REAR FENDERS

Rear tractor fenders assemblies shall be fabricated of heavy duty 3CR12 stainless steel. The front and rear top of the fender shall have large "mitered" corners. The top and forward face of the fender shall have a 1/8" aluminum treadplate overlay. The outward, side face shall be painted to match job color.

Y__N__

RUNNING BOARDS

A running board shall be installed on the both sides of the tractor. The running boards shall be fabricated of 3/16" aluminum tread plate and supported by structural steel angle assemblies bolted to the chassis frame. They shall be approximately 7.50" deep and shall be spaced 1/2" away from rear fender and side apron. The running boards shall serve as steps for access to the turntable platform and shall also act as rub rails to protect the tractor mounted compartments from damage.

An aluminum tread plate skirt shall be installed over the exhaust on the right side of the tractor. A step and handrail shall also be installed to ease access to the turntable.

Y__N__

TRACTOR COMPARTMENT - WITH ACCOMMODATIONS FOR A GENERATOR

Two (2) compartments with exterior dimensions of 26" wide x 40" high x 20" deep shall be mounted to the tractor directly behind the cab, one on each side. The enclosed center area between the compartments shall be provided with a rear-facing removable ventilated panel and a lift up cover on the top to accommodate a generator. The forward, top and rearward exterior surfaces of the compartments shall be covered with aluminum tread plate. A vertically hinged single door shall be provided on each side. Each door shall be provided with Eberhard 206 locks, top and bottom, controlled by a single stainless steel "D" ring handle. The compartment doors shall be provided with stainless steel double spring door stays. There shall be no exception.

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YELLOW PERIMETER MARKING

Y__N__

In accordance with NFPA 1901 chapter 15.7.1.6, the perimeter of the roof of the tractor compartment shall be marked with a one-inch wide safety yellow line to delineate the designated standing or walking surface area.

Y__N__

COMPARTMENT DOORS

The compartment doors, unless otherwise specified, are to be lap type, double panel construction, with 14 gauge outer and 14 gauge inner 3CR12 stainless steel panels. Outer pan edges that form the lap portion of the door shall be "hemmed" (bent over and back 180 degrees) over the inner pan edges. Inside corners, at the hem joint area, shall be welded and ground smooth. A minimum of one (1) "Z" shaped and formed support rail [two (2) if door is wider than 14"] shall be placed between the panels to stiffen and reinforce the door. Stiffener shall be welded to the inside pan and fastened to the outside pan with 3M two sided industrial strength tape. The door material shall be the same type as used in the body construction.

The doors shall be weather stripped with an automotive bulb type extruded rubber inner seal. A second outer seal of closed cell rubber shall be placed on the lap edge of the door to prevent damage to the paint finish. Outer seal shall have corrugated surface to prevent sticking.

The doors shall be mounted on stainless steel piano hinges with a pin diameter of .25". Mounting holes shall be slotted vertically on one side of the hinge and horizontally on the other side to provide for proper adjustment of the door. The hinge pins shall have spun ends (crowns) at both ends to hold them in place and provide a finished look. Doors shall be bolted to door framing with 1/4", stainless steel, Phillips oven head bolts. Doors mounted with self-tapping sheet metal screws are not acceptable. Eberhard 206 latches with stainless steel "D" ring handles shall be provided. Isolation tape shall be furnished between the door hinge and door jamb. A rubber gasket shall be provided between the "D" ring handle and the door. Single door compartments shall be hinged to the front and have the handle installed in the upper rearward corner of the single door.

There shall be no exception.

Y__N__

Keyed Locks - NONE

Y__N__

FINISH – TRACTOR COMPARTMENT INTERIOR(S)

Two (2) tractor compartment interior(s) shall be finished with gray Zolatone type paint following the Zolatone Coat application process.

Y__N__

FINISH –TRACTOR COMPARTMENT INTERIOR(S)

The interior of two (2) tractor compartment(s) shall be clear coated following the Zolatone Clear Coat application process, applying the Clear Coat to the same components that received a Zolatone application.

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LADDER PIPE HOSE STORAGE COMPARTMENT

Y__N__

A ladder pipe hose storage compartment shall be provided and installed on the top of the tractor compartment directly behind the cab. The compartment shall be constructed of 1/8" aluminum tread plate and shall include a full length hinged cover with gas door props. The bottom of the compartment shall be covered with Dri-Dek® to provide ventilation below the hose.

Dimensions will be adjusted to accommodate cord reels on top of Tractor Compartment.

FAMA26 NO-STEP SIGN

Y__N__

In accordance with NFPA 1901 chapter 15.7.1.6, a FAMA26 "No-Step" sign shall be located on the ladder pipe hose storage compartment door top. The sign reads: "Fall Hazard-Railings NOT provided. Surface may be slippery - Not intended for stepping, standing or walking. Fall will injure or kill"

FINISH – TRACTOR COMPARTMENT INTERIOR(S)

Y__N__

One (1) tractor compartment interior(s) shall have no finish applied.

There shall be an aluminum tread plate side apron on the left side of the tractor. Side apron shall be constructed of .125" aluminum tread plate to provide kick plate behind the running board and shall be removable to provide for complete access to fuel and hydraulic tanks for service.

Y__N__

There shall be an aluminum tread plate side apron on the right side of the tractor. Side apron shall be constructed of .125" aluminum tread plate to provide kick plate behind the running board and shall be removable to provide for complete access to fuel and hydraulic tanks for service.

Y__N__

TOOL BOX

Y__N__

A 14" wide x 15" high x 52" long tool box with lift-up door, constructed of .125" aluminum tread plate shall be transverse mounted on the tractor platform so as to serve as a step for access to the aerial turntable.

YELLOW PERIMETER MARKING

Y__N__

In accordance with NFPA 1901 chapter 15.7.1.6, the perimeter of the roof of the tractor toolbox shall be marked with a one-inch wide safety yellow line to delineate the designated standing or walking surface area.

HANDRAILS

Y__N__

A 12" shall be installed on each side of the tractor, on the rearward face of the tractor

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compartment. Handrails shall be 1-1/4" diameter extruded aluminum, knurled, with a bright anodized finish.

Y__N__

TRAILER BODY CONSTRUCTION

The body and compartments shall be a modular design and construction, made of heavy duty 3CR12 stainless steel. The compartment floors shall be integral with the compartment and shall be constructed of 2.5 mm 3CR12 stainless steel. Compartments shall be the "sweep out" design with the floor higher than the door sill. All compartment seams shall be caulked with gray adhesive/sealant. Each non-transverse compartment or each side of a transverse compartment shall be rated for 500 pounds of storage.

A bright aluminum tread plate cover shall be installed over the side compartments. Side edges of cover shall have a 45 degree outward bend to provide drip protection over any compartment doors which are immediately below. The rear vertical trailer faces shall also be covered with aluminum tread plate. All tread plate shall be secured with threaded fasteners.

All body components that are covered with aluminum tread plate shall be coated with an anti-corrosive and rust preventative prior to installation. There shall be a coat of an anti-corrosive and rust preventative undercoating placed between any steel and aluminum mating surfaces to isolate the dissimilar metals.

NOTE: Some compartment dimensions may be reduced by customer selected, frame mounted chassis options or small construction details. There shall be no exception.

Y__N__

TRAILER BODY MOUNTING SUBSTRUCTURE

The trailer body shall be supported by 3" x 2" x 0.50" structural angles that shall be welded to the chassis frame (4 angles per each segment of the body). These chassis angles shall be bolted through the lower transverse area of each body compartment into a 3" x 2" x 0.25" angle that is fully transverse and welded into the body assembly (1 body angle at the front and rear of each transverse area). For the compartment behind the rear trailer axle, the same method of mounting shall be used when this compartment is fully transverse. In the instance when this rear compartment is not transverse, the individual compartments shall be supported by heavy 3" x 6 lb. gusseted channel brackets (2 per compartment) that are bolted to the chassis frame.

Y__N__

YELLOW PERIMETER MARKING

In accordance with NFPA 1901 chapter 15.7.1.6, the perimeter of all horizontal walking surfaces on the top of the trailer body shall be marked near the outside edge with a one-inch wide safety yellow line to delineate the designated standing or walking surface area.

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Y__N__

COMPARTMENTATION

The compartmentation shall consist of the following:

Four (4) full height transverse compartments, two on each side of the trailer, just to the rear of the outriggers. Each compartment interior shall be 47.25" wide x 54.25" high. A set of vertically hinged double doors shall be provided for each compartment door opening. The upper 28" and the lowest 12" of each compartment shall be open through from side to side, a full 92" inside the doors. The center section of the compartments, through which the totally enclosed trailer frame passes, shall be 25" deep each side.

Two (2) low compartments, one on each side of the trailer, behind the above compartments. Each compartment interior shall be 47.25" wide x 24.25" high. A set of vertically hinged double doors shall be provided for each compartment door opening. The upper portion of the compartment shall be 25" deep with the lower 12" open from side to side.

Two (2) low compartments, one on each side of the trailer, behind the above compartments. Each compartment interior shall be 47.25" wide x 24.25" high. A set of vertically hinged double doors shall be provided for each compartment door opening. The upper portion of the compartments shall be 19" deep on the left side of the trailer and 25" deep on the right side, with the lower 12" of the compartments varying in depths: the forward 31.75" shall be open through from side to side, while the rear 15" of the compartments shall be 20" deep on the left side and 48" deep on the right side of the trailer.

In the lower transverse section at the centerline of the compartments there shall be a .19" wide drain. The drain shall be as long as the compartment is wide. The compartments shall be bolted to the trailer frame with 3" x 2" angle brackets. A minimum of two flex joints shall be provided to allow proper flexing of the trailer body.

All vertically hinged doors shall be provided with stainless steel double spring door stays.

Y__N__

SIDE PANELS

Stainless steel side panels painted job color shall be provided on each side of the trailer above each low compartment module, above the fender, and to the rear, to protect the ground ladders from the elements and provide a more pleasing appearance.

Y__N__

COMPARTMENT DOORS

The compartment doors, unless otherwise specified, are to be lap type, double panel construction, with 14 gauge outer and 14 gauge inner 3CR12 stainless steel panels. Outer panel edges that form the lap portion of the door shall be "hemmed" (bent over and back 180 degrees) over the inner panel edges. Inside corners, at the hem joint area, shall be welded and ground smooth. A minimum of one (1) "Z" shaped and formed support rail [two (2) if door is wider than 14"] shall be placed between the panels to stiffen and

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reinforce the door. Stiffener shall be welded to the inside pan and fastened to the outside pan with 3M two sided industrial strength tape. The door material shall be the same type as used in the body construction.

The doors shall be weather stripped with an automotive bulb type extruded rubber inner seal. A second outer seal of closed cell rubber shall be placed on the lap edge of the door to prevent damage to the paint finish. Outer seal shall have corrugated surface to prevent sticking.

The doors shall be mounted on stainless steel piano hinges with a pin diameter of .25". Mounting holes shall be slotted vertically on one side of the hinge and horizontally on the other side to provide for proper adjustment of the door. The hinge pins shall have spun ends (crowns) at both ends to hold them in place and provide a finished look. Doors shall be bolted to door framing with 1/4", stainless steel, Phillips oven head bolts. Doors mounted with self-tapping sheet metal screws are not acceptable. Eberhard 206 latches with stainless steel "D" ring handles shall be provided. Isolation tape shall be furnished between the door hinge and door jamb. A rubber gasket shall be provided between the "D" ring handle and the door. "D" ring door handles shall be installed on the forward door of vertically hinged double door compartments. Single door compartments shall be hinged to the front and have the handle installed in the upper rearward corner of the single door. Full height compartment doors shall have the "D" ring handle centered on the specified door. Low height compartment doors shall be installed in the upper corner as specified. Lift up compartment doors shall have the handle installed centered at the bottom of the door. There shall be no exception.

Keyed Locks - NONE

Y__N__

EBERHARD LEVER LATCH(ES)

Y__N__

The free door of eight (8) double door compartment(s) shall be provided with an Eberhard 5669 spring loaded latch with release handle at the inside top of the door.

Compartments receiving an Eberhard 5669 latch shall be:

LS1, LS2, LS3, LS4

RS1, RS2, RS3, RS4

Y__N__

FINISH – TRAILER COMPARTMENT INTERIOR(S)

Eight (8) trailer compartment interior(s) shall be finished with gray Zolatone type paint following the Zolatone Coat application process.

Y__N__

FINISH –TRAILER COMPARTMENT INTERIOR(S)

The interior of the eight (8) trailer compartment(s) shall be clear coated following the Zolatone Clear Coat application process, applying the Clear Coat to the same components that received a Zolatone application.

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VENTS

Y__N__

Compartment vents shall be provided to meet the requirements of NFPA 1901, current edition.

Y__N__

TRAILER REAR STAINLESS STEEL INNER LINERS

Full semi-circular inner liners shall be provided in each wheel housing. They shall be constructed of 304 stainless steel and shall be bolted in place so they may be removed if damaged. Self-tapping sheet metal screws are not acceptable. The bottom edge of liner shall be reinforced along its full length, however, it shall not have a formed reinforcement flange to avoid trapping dirt and debris.

Y__N__

TRAILER REAR FENDERETTE

Polished stainless steel fenderettes shall be installed on the rear wheel openings. The fenders shall be wide enough to completely cover the outside rear tire and reduce wheel splash up the sides of the body. They shall be installed with 1/4" hex head bolts, self-tapping sheet metal screws are not acceptable. A full width rubber welt shall be placed between the fenderette and body wheel well opening flange. The outside edge of the welting shall form a "V" bead between the fender and the body side face to prevent moisture from entering. The inside edge shall also have a small raised bead. The outside edge of fenderette, at the wheel opening, shall be rolled inward to eliminate any sharp edges and avoid injury when cleaning the apparatus.

Y__N__

TRAILER REAR FENDERS

Streamlined rear trailer fenders shall be provided. They shall be fabricated of 2.5mm 3CR12 stainless steel and painted to match job color.

Y__N__

TRAILER COMPARTMENTS - BEHIND TILLER AXLE

One (1) transverse style compartment shall be provided immediately behind the tiller axle, 54" wide x 24.5" high. The upper portion shall be 22" deep. The lower 12.25" shall extend under the frame rails and shall be open from side to side. The compartment openings shall each include vertically hinged double doors with stainless steel double spring door stays.

Y__N__

COMPARTMENT DOORS

The compartment doors, unless otherwise specified, are to be lap type, double panel construction, with 14 gauge outer and 14 gauge inner 3CR12 stainless steel panels. Outer pan edges that form the lap portion of the door shall be "hemmed" (bent over and back 180 degrees) over the inner pan edges. Inside corners, at the hem joint area, shall be welded and ground smooth. A minimum of one (1) "Z" shaped and formed support rail [two (2) if door is wider than 14"] shall be placed between the panels to stiffen and

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reinforce the door. Stiffener shall be welded to the inside pan and fastened to the outside pan with 3M two sided industrial strength tape. The door material shall be the same type as used in the body construction.

The doors shall be weather stripped with an automotive bulb type extruded rubber inner seal. A second outer seal of closed cell rubber shall be placed on the lap edge of the door to prevent damage to the paint finish. Outer seal shall have corrugated surface to prevent sticking.

The doors shall be mounted on stainless steel piano hinges with a pin diameter of .25". Mounting holes shall be slotted vertically on one side of the hinge and horizontally on the other side to provide for proper adjustment of the door. The hinge pins shall have spun ends (crowns) at both ends to hold them in place and provide a finished look. Doors shall be bolted to door framing with 1/4", stainless steel, Phillips oven head bolts. Doors mounted with self-tapping sheet metal screws are not acceptable. Eberhard 206 latches with stainless steel "D" ring handles shall be provided. Isolation tape shall be furnished between the door hinge and door jamb. A rubber gasket shall be provided between the "D" ring handle and the door. "D" ring door handles shall be installed on the forward door of vertically hinged double door compartments. Single door compartments shall be hinged to the front and have the handle installed in the upper rearward corner of the single door. Full height compartment doors shall have the "D" ring handle centered on the specified door. Low height compartment doors shall be installed in the upper corner as specified. Lift up compartment doors shall have the handle installed centered at the bottom of the door. There shall be no exception.

Keyed Locks - NONE

Y__N__

EBERHARD LEVER LATCH(ES)

Y__N__

The free door of two (2) double door compartment(s) shall be provided with an Eberhard 5669 spring loaded latch with release handle at the inside top of the door.

Compartments receiving an Eberhard 5669 latch shall be: _____

Y__N__

FINISH – TRAILER COMPARTMENT INTERIOR(S)

Two (2) trailer compartment interior(s) shall be finished with gray Zolatone type paint following the Zolatone Coat application process.

Y__N__

FINISH –TRAILER COMPARTMENT INTERIOR(S)

The interior of the two (2) trailer compartment(s) shall be clear coated following the Zolatone Clear Coat application process, applying the Clear Coat to the same components that received a Zolatone application.

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ALUMINUM TREADPLATE DECKING

Y__N__

A .1875" thick aluminum tread plate deck shall be provided over the ground ladder arches to protect the ladders and provide a walking surface along each side of the aerial ladder when it is in the bedded position.

REAR DOOR

Y__N__

There shall be a drop down door with D-ring 2 point positive lock, covering the opening of the rear frame rail area. The door shall be constructed of smooth aluminum in preparation for the installation of reflective chevron striping.

FRAME COMPARTMENT

Y__N__

There shall be an enclosed, weather-tight compartment installed at the rear of the trailer just below the ground ladder compartment, between the frame rails. The maximum size of the compartment is 28" wide x 11" high x 77" long.

The dimensions of the stored item to be determined at pre-construction.

FINISH – TRAILER COMPARTMENT INTERIOR(S)

Y__N__

One (1) trailer compartment interior(s) shall have no finish applied.

REAR STEP COMPARTMENT

Y__N__

An open equipment compartment shall be provided at the rear of the trailer on the rear step directly below the frame. The compartment shall be 36.00" wide x 8.00" high x 30.00" deep. The compartment shall be provided with a drop door with D-ring 2 point positive lock. The door shall be constructed of smooth aluminum in preparation for the installation of reflective chevron striping.

FINISH – TRAILER COMPARTMENT INTERIOR(S)

Y__N__

One (1) trailer compartment interior(s) shall have no finish applied.

ACCESS LADDERS

Y__N__

Two (2) tiller access ladders shall be provided; one on the curb side and one on the street side of the tiller cab. Each ladder shall be constructed of two (2) aluminum side rails with aluminum Grip Strut® steps. Each ladder shall be sloped inward a minimum of 6 degrees for easier access to the tiller cab. The ladders shall be bolted to the body for easy replacement if damaged.

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Y__N__

HANDRAILS

A set of handrails shall be provided for two (2) access ladder(s) to the tiller cab. A set of handrails shall consist of a "swimming pool" style handrails and a 27" straight handrail.

The vertically mounted "swimming pool" style handrail shall be installed on the rearward side of the access ladder to tiller. The handrails shall be 1-1/4" diameter extruded aluminum, knurled, with a bright anodized finish.

The 27" handrail shall be provided on the forward beam of each tiller access ladder, opposite to the swimming pool style handrail.

Y__N__

REAR ACCESS LADDER SUPPORT STEP

A cross step shall be provided on the back of the trailer body, recessed under the ladder banking. The step shall be constructed of .1875" thick aluminum tread plate and supported by a channel assembly that is bolted to the trailer chassis frame. The step shall be 30" deep x 96" wide and shall be spaced 0.50" off the back of the body to allow proper drainage. The tiller access ladder(s) shall be supported by this step and the step may serve as one of the steps of the access ladder(s). The lower DOT required marker lights and reflectors shall also be installed on this step.

Y__N__

REVERSE FLANGES FOR REAR STEP

The rear step shall be constructed with reverse flanges (down and in) to provide increased strength.

Y__N__

TRAILER DOOR HINGES

All piano hinges on the trailer doors shall be mill finished.

Y__N__

CROSSOVER MIRRORS

Two (2) approximately 8" diameter mirror with polished stainless steel housing shall be provided on the body above the rearward edge of LS/RS 2 for the tillerman to view. The main adjustment bar shall be mounted to the body roof. The mirrors shall be convex.

Y__N__

TILLER CAB

A permanently mounted, fully enclosed tiller cab shall be provided, mounted to the rear of the trailer behind the aerial ladder. The tiller cab shall be 70.50" from the rear axle center line to the front skin of the tiller cab. The cab shall have a tubular stainless steel framework with stainless steel skin. The tiller cab shall have a minimum width of 36" and a minimum height of 54". The vehicle overall height at the tiller cab shall be **128.5"**. The floor of the cab shall be aluminum tread plate with a forward area angled up to provide foot support for the tillerman. There shall be no exception.

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The windshield shall consist of a flat piece of tinted automotive laminated safety glass, 31" wide by 24" high. The windshield shall be installed and held in place by an extruded rubber molding with a chrome plated, decorative, locking bead. Non-opening, vent-style windows shall be provided on each side of the cab, forward of the doors, to increase the tillerman's field of vision. The tiller cab shall be finish painted prior to windshield glass being installed.

The rear cab window shall be a minimum of 29" wide by 19" high and shall be a tinted, tempered, double slide type window. An open/close vent shall be located on the rear cab panel below the rear cab window.

Two (2) sliding doors with side windows shall be provided, one each side of the tiller cab. The doors shall be mounted on slides, top and bottom, and shall slide open towards the rear of the apparatus. The sliding doors shall be lockable in either the open or closed position. When locked in the open position, a minimum door opening width of 21.5" shall be provided for easy entrance into the cab.

There shall be a switch installed in each door that shall be integrated with the door ajar/hazard warning system. The "Do Not Move Apparatus" light in the cab shall activate when a tiller cab door is open. A momentary disable switch shall be provided between the driver and officer, that is monitored by the Info II Center. The momentary switch shall disable the "open door" alarm, which shall not "reset" until the vehicle is re-started. Activation of the disable switch shall be recorded in the data logger. There shall be no exception.

The tiller cab shall comply with SAE J2422.

Verbiage shall reflect approved OAH.

TILLER CAB DOOR SUPPORT ROLLERS

Y__N__

Dual roller assemblies under and alongside of the tiller cab sliding door shall be installed at the rear of the trailer deck, two (2) each side, to support the two tiller doors when open.

TILLER CAB ROOF

Y__N__

The roof of the tiller cab shall be painted the job color.

TILLER DOOR WINDOWS

Y__N__

Sliding glass windows shall be provided in the tiller cab doors. **The glass shall slide top to bottom.** There shall be no exception.

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VENTS

Y__N__

An open/close vent shall be installed on each side of the tiller cab in the lower front corner panels.

WINDSHIELD WIPER

Y__N__

One windshield wiper shall be installed above the front windshield. It shall be a two speed electric with automatic park position and intermittent wiping feature. The wiper shall be controlled by a knob type switch that combines the off/intermittent/low/high selection and washer functions in one control. Turning the switch shall activate the wipers and control the speed. Pushing the switch shall operate the washer nozzle, which shall be installed below the front windshield.

A two (2) quart windshield washer reservoir shall be located in the kick plate of the tiller cab and shall be accessed from the inside of the cab.

TILLER CAB MIRRORS WITH AUTOMATIC TEMPERATURE CONTROL

Y__N__

Two (2) Lang Mekra 300 Series chrome plated aero style main and convex mirrors shall be installed, one (1) on each side of the tiller cab. The main mirror shall be a heated, adjustable 7" x 16" flat glass. The convex shall be an adjustable 6" x 8" 400 mm radius glass.

The mirrors shall have a built-in temperature sensor that will automatically control the surface temperature of the mirror. An additional on/off switch shall be installed on the dash of the tiller cab for mirror heat.

TILLER DRIVING LIGHTS

Y__N__

Rectangular rubber mounted tiller driving lights shall be provided, one (1) each side mounted ahead of tiller wheels below the compartments. **Lights shall be Whelen M6 series clear Super-LED back up lights, model M6BUW.** Lights to be controlled by rocker switch located on the tiller cab dash.

TILLER CAB HANDRAIL

Y__N__

A 45" knurled aluminum handrail shall be vertically mounted in front of the tiller cab access door on each side of the tiller cab.

TILLER CAB INTERIOR DECOR

Y__N__

The following tiller cab components shall be black in color:
Headliner
Vinyl visors, if selecting vinyl

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The following tiller cab components shall always be black in color:

Seat risers
Headliner trim
Electrical panels
Heater components
Seat belt retractor covers
Rubber covered grab handles, if present
Plastic snap plugs for wire access holes

Y__N__

HEADLINER WITH INSULATION

The tiller cab shall be painted and provided with a removable one-piece headliner. The headliner shall extend approximately 3/4 the length of the roof, from the rear of the cab forward.

The headliner shall consist of three layers of materials. Next to the roof shall be a layer of acoustical insulation made of polyester and polypropylene fibers. The next layer is 1/4" thick Luann. Finally, there is a 1/4" thick layer of foam/perforated acoustical vinyl.

Y__N__

INTERIOR CAB DOME LIGHT

One (1) Whelen model 60CREGCS red/clear lights with push button shall be mounted in the cab ceiling. The light shall be controlled with a switch by the lens.

Y__N__

SUN VISOR

One (1) approximately 8" x 28" padded sun visor shall be provided for the front windshield of the tiller cab. The visor shall be supported at both ends to prevent drooping.

Y__N__

The tiller cab sun visor shall be black in color.

Y__N__

TILLER STEERING WHEEL AND COLUMN

The upper steering column shall tilt and telescope. The steering wheel shall be 18" in diameter.

Y__N__

TILLER CAB DASH AND INSTRUMENTS

The tiller cab dash shall be horizontal, constructed of 3CR12 stainless steel and painted to match the tiller cab interior. A non-glare switch panel, custom designed to accommodate the appropriate functions, shall be provided. Rocker style switches with integral indicator lights shall be provided to advise that the switch has been energized. The panel shall be back lit with a dimmer switch for night operations.

The following instrumentation shall be provided on the dash:

- Green turn signal indicator lights.

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- A two-way signal buzzer system from the tiller cab to the tractor cab, with the buzzer button mounted in the center of the steering wheel, interlocked for engine starting.
- An audible and visual warning system to warn both the front cab and tiller driver when the maximum allowable jackknife position approaches.

Y__N__

AUTOMATIC DOOR SWITCHES

Automatic door switches shall be provided for the tiller cab dome light.

Y__N__

The clear lights shall be activated when the tiller cab door opens.

Y__N__

TILLER CAB HEATER

A diesel fueled tiller cab heater with adjustable controls shall be provided. The heat output shall range from 3100 to 7000 BTU's. One heater outlet shall be provided for the windshield and one outlet shall be provided for the cab floor. To maximize efficiency, the heater shall draw air from the interior of the tiller cab. Fresh air shall be introduced into the cab via the cab vent. In-line between the fuel tank and the tiller diesel heater shall be an electric fuel pump, complete with check valve and shutoff valve. An informational label stating "RUN HEATER CONTINUOUSLY FOR 20 MINUTES EVERY MONTH" shall be provided.

Y__N__

HEATER FUEL TANK LOCATION

The polyurethane diesel fuel tank for the tiller cab heater shall be located on the street side of the trailer deck, near the access ladder.

Y__N__

TILLER CAB DEFROSTER FANS

Two (2) adjustable 6" defroster fans shall be provided for the tiller cab windshield. One shall be mounted on the left side and one on the right side of the windshield. Each fan shall have a two (2) speed control on the mounting pedestal.

Y__N__

TILLERMAN'S SEAT

The tillerman's seat shall be an H.O. Bostrom Sierra FX series non-reclining low back seat. This seat shall have 5" of fore and aft adjustment.

Y__N__

TILLER SEAT BELT

The tiller seat shall have a 3-point fixed D Loop style shoulder harness, to meet FMVSS and NFPA 1901 current edition requirements. The seat belt shall be red in color.

An IMMI ReadyReach shall be attached to the seat belt. The ReadyReach positions the seat belt forward making the seat belt easier to reach.

Y__N__

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TILLER SEAT & WINDOW GUARD

A metal bar shall be installed across the rear window which shall protect the seat and the window when the seat is moved fully rearward.

Y__N__

DRI-DEK®

Thirty (30) black Dri-Dek® mat(s) shall be provided and installed on body compartment floors and/or in shelves/trays as specified. Ramped edging shall not be included.

Y__N__

The location of the compartment option(s) shall be as follows:

Y__N__

FENDER STORAGE

Storage compartments in the fender area of the apparatus trailer shall be comprised of the following:

Y__N__

On the driver's side of the apparatus, forward of the rear tiller axle there shall be:

Y__N__

One (1) enclosure to accommodate one (1) air bottle, fabricated of high impact polyethylene material, with a minimum of 26.0" usable depth, and an 8.0" inside diameter. A detainment strap shall be installed.

Y__N__

On the driver's side of the apparatus, rearward of the rear tiller axle there shall be:

Y__N__

One (1) enclosure to accommodate one (1) air bottle, fabricated of high impact polyethylene material, with a minimum of 26.0" usable depth, and an 8.0" inside diameter. A detainment strap shall be installed.

Y__N__

On the officer's side of the apparatus, forward of the rear tiller axle there shall be:

Y__N__

One (1) enclosure to accommodate one (1) air bottle, fabricated of high impact polyethylene material, with a minimum of 26.0" usable depth, and an 8.0" inside diameter. A detainment strap shall be installed.

Y__N__

On the officer's side of the apparatus, rear of the rearward tiller axle there shall be:

Y__N__

One (1) enclosure to accommodate one (1) air bottle, fabricated of high impact polyethylene material, with a minimum of 26.0" usable depth, and an 8.0" inside diameter. A detainment strap shall be installed.

Y__N__

Four (4) fender storage door(s) shall be constructed of 12 gauge brushed stainless steel secured by a full length stainless steel hinge and a push button lever latch.

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Y__N__

ADJUSTABLE SHELF OR SHELVES

Eleven (11) adjustable shelf or shelves (with open corners) made from 3/16" smooth aluminum sheet metal shall be provided in the body compartment(s). Each shelf shall be supported by four (4) stainless steel angles bolted to Aluma-Strut tracks.

When in a split depth compartment, the Aluma-Strut tracks shall only be provided in the upper or lower area where the shelve(s) are located.

Y__N__

The location of the compartment option(s) shall be as follows:

LS1- (1) Mid Level

RS1- (2) Evenly Spaced

LS2- (1) Mid Level

RS2- (1) Mid Level

LS3- (1) Mid Level

RS3- (1) Mid Level

LS4- (1) Mid Level

RS4- (1) Mid Level

RT1- (1) Mid Level

Y__N__

FINISH - ADJUSTABLE SHELF (OR SHELVES)

Eleven (11) adjustable shelf (or shelves) shall have a DA finish on the outside edge of the shelf.

Y__N__

ALUMA-STRUT

Four (4) set(s) of Aluma-Strut shelving supports shall be provided for future installation of a shelf or shelves. Two (2) tracks shall be installed full height on each side wall of the compartment(s).

Y__N__

The location of the compartment option(s) shall be determined at the time of order.

Y__N__

ROLL OUT TRAY(S)

Five (5) base depth roll out tray assembly(s) shall be provided in the body compartment(s). The tray assembly shall be bolted to the compartment floor.

Y__N__

Five (5) tray(s) shall be constructed of 0.188" aluminum and shall have edges on all four sides for added strength. The corners shall be open.

Y__N__

FINISH - ROLL OUT TRAY(S)

Five (5) roll out tray(s) shall have a DA finish applied to the outside edge of the tray.

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Five (5) SlideMaster model AM2 aluminum base depth slide mechanisms shall be bolted to the compartment floor. It shall allow the tray to extend 70% of the slide length. The tray/compartment shall be able to support a 500 pound load.

Y__N__

The SlideMaster slide mechanism shall be secured with a SlideMaster 2-rail IMS spring lock.

Y__N__

The location of the compartment option(s) shall be as follows:

Y__N__

LS2, LS4, RS2, RS4

ROLL OUT TRAY(S)

Y__N__

One (1) transverse rollout tray assembly(s) shall be provided in the body compartment(s).

Y__N__

One (1) tray(s) shall be constructed of 0.188" aluminum and shall have edges on all four sides for added strength. The corners shall be open.

Y__N__

FINISH - ROLL OUT TRAY(S)

One (1) roll out tray(s) shall have a DA finish applied to the outside edge of the tray.

Y__N__

One (1) SlideMaster model M2D aluminum transverse slide mechanisms shall be installed allowing the tray to extend 70% of the slide length to either side of the vehicle. The tray/compartment shall be able to support a 1000 pound load, evenly distributed.

Y__N__

The SlideMaster slide mechanism shall be secured with a SlideMaster Rotating Lock.

Y__N__

The transverse tray/SlideMaster assembly shall be mounted to the floor.

Y__N__

The location of the compartment option(s) shall be as follows:

LS3/RS3

COMPARTMENT DIVIDER(S)

Y__N__

Five (5) vertical compartment divider(s) shall be installed in the body compartments. Partition(s) shall be the full height (allowance shall be made for ceiling light) and depth of the compartment. They shall be bolted in place so they may be removed if desired.

The divider shall be determined at pre-construction from the front door opening.

Y__N__

The location of the compartment option(s) shall be as follows:

LS2, LS4, RS2, RS4

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COMPARTMENT DOOR SILL PROTECTORS

Y__N__

Twelve (12) brushed stainless steel sill protector(s), approximately .50" wide, shall be provided on the body compartment door sill(s) to protect the painted finish.

Y__N__

The location of the compartment option(s) shall be as follows:

LS1, LS2, LS3, LS4, LS5
RS1, RS2, RS3, RS4, RS5

Y__N__

COMPARTMENT DOOR SCUFF PLATES

Brushed stainless steel scuff plates shall be provided on the inside twelve (12) body compartment door(s) to protect the painted finish.

Y__N__

The location of the compartment option(s) shall be as follows:

LS1, LS2, LS3, LS4, LS5
RS1, RS2, RS3, RS4, RS5

Y__N__

RUB RAIL - BODY SIDES

Brushed stainless steel rub rails shall be provided along the lower portion of the body, beneath the compartment doors, on each side to prevent damage to the body and finish. The rub rails shall be a minimum of 2-3/8" wide x 1" deep and shall be mounted on rubber supports. Rub rails shall have a 1" x 1" chamfer at the front and rear of the rails. The rails shall protrude a minimum of 1.75" from the face of the body.

Y__N__

Y__N__

AERIAL LADDER DESIGN AND PERFORMANCE

A 100 foot, 500 lb. tip load telescoping steel aerial ladder shall be mounted on the apparatus. The ladder structure shall be of an open truss design and shall meet or exceed the requirements of all applicable sections of the current edition of NFPA 1901. The aerial ladder and turntable design shall provide continuous egress for civilians and firefighters through any angle of elevation to the ground as defined by NFPA 1901.

The ladder shall be designed with a structural safety factor of two-to-one (2:1) based on the dead and live loads and shall meet ANSI A92.2 Standard for Vehicle Mounted Aerial Devices and NFPA 1901 which requires a static stability safety factor of one and one half to one (1.5:1) based on the rated load. These capabilities shall be established in the unsupported configuration. The design and stability of the aerial shall not require fifth wheel lock up or tractor-in-line alignment when operating.

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The aerial device and all supporting structure shall be third party tested to confirm that the aerial meets the original design criteria and the intent of the latest recommended NFPA standard for aerial devices. Such testing shall include the use of brittle lacquer stress coating to identify all stress concentrations, followed by strain gauging to verify that all nominal stresses and stress concentrations have a safety factor that is equal to or greater than 2:1 based on the dead and live load.

The aerial ladder shall be comprised of four (4) sections and extend to a nominal working height of 100 feet above the ground as measured by NFPA 1901 recommendations. The aerial ladder shall have a rated horizontal reach of 91 feet measured in the horizontal plane at zero (0) degrees from the centerline of the turntable rotation, as defined by NFPA 1901. The aerial ladder shall be capable of continuous operation through 360 degrees of rotation and from minus five (-5) degrees to plus eighty (+80) degrees elevation. There shall be no exception.

Y__N__

AERIAL LADDER CERTIFIED RATED CAPACITY

The rated capacity of the aerial ladder, with the ladder below 45 degrees elevation, shall be based on a 500 pound tip load or a 250 pound tip load while flowing a maximum of 1000 GPM of water. With the ladder above 45 degrees, the capacity shall be a 500 pound tip load while flowing a maximum of 1000 GPM of water in accordance with NFPA 1901, current edition. There shall be no nozzle orientation restrictions while flowing 1000 GPM of water.

All aerial ladder certifications shall be based on the ladder being properly deployed in an unsupported configuration. The capacities shall be based upon 360 degree rotation, up to full extension, and from -5 degrees to + 80 degrees. There shall be no exception.

Y__N__

OPERATION ON GRADES

The aerial is capable of being operated at full rated capacity in every position in which the aerial device can be placed when the apparatus is on a slope of 5 degrees (8.7%) in accordance with NFPA 1901 (19.21.3.1)

Y__N__

OUTRIGGERS

One (1) set of double box beam type out-and-down outriggers shall be provided with a forward angle design. Each horizontal cylinder extends to provide a maximum of 16 foot stance across the outriggers. All cylinders shall be equipped with integral (on the cylinder) holding valves which shall hold it either in the stowed position or the working position should a pressurized hydraulic line be severed at any point within the system.

The extension of the horizontal beams shall be accomplished by a horizontal jack cylinder. All the horizontal jack cylinders shall be totally enclosed within the extension

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beam housings. The horizontal jack cylinder shall be equipped with a trombone type tube to supply hydraulic oil to the vertical jack cylinders to eliminate wear and potential failure of hydraulic hoses.

The extension of the vertical housing shall be accomplished by a vertical jack cylinder. All the vertical jack cylinders shall be totally enclosed within the outer and telescoping inner jack tubes to protect them against damage that may occur while on the fire ground. Outriggers that are not fully enclosed for protection shall not be acceptable. Each vertical jack tube structure shall be equipped with a mechanical pin lock. There shall be no exception.

Y__N__

OUTRIGGER CONTROLS

An electric outrigger control for each outrigger shall be provided on both sides of the trailer frame near the outriggers. The controls shall be in an enclosed compartment with a drop-down door having a trigger latch. The outrigger controls on the officer's side shall be on a fixed panel. The controls on the driver's side shall be on a hinged panel which opens up for access to the manual override. Out-and-down outrigger functions shall be operated by a single control (joystick). A short jack switch shall be provided so that the vehicle may be set up in restricted areas or on uneven terrain. An automatic high idle switch and indicator shall be provided so that automatic engine RPM ramp up from hydraulic requests can be disabled.

The compartment shall be illuminated by a TecNiq EON LED light engaged by the aerial PTO switch in the cab.

An electric safety diverter valve shall also be provided in conjunction with the outrigger controls. The diverter valve shall allow the hydraulic fluid to flow either to the outrigger hydraulic circuit or the turntable and aerial circuit but not simultaneously. The valve shall be located on the driver's side of the trailer.

A bubble type level shall be furnished to aid in leveling the unit side to side. Each outrigger shall have an indicator light that illuminates when proper ground jack placement has been achieved.

Y__N__

OUTRIGGER ALARM

An automatic electronic warning device (horn) shall be provided to warn personnel when the outriggers leave their nested position. Alarm shall operate only when outriggers are moving.

Y__N__

OUTRIGGER LIGHTING - LED

Two (2) Whelen 60R02FCR Super-LED® red flashing lights with clear lens and with flange shall be mounted, one (1) on each outer vertical surface of the aluminum tread plate outrigger jack housing cover. One (1) Weldon 9186-2366-10 double faced 4" LED red flashing light shall be placed on the backside of each of the vertical jack boxes. These lights shall face fore and aft. The combination of both of these lights, at each stabilizer

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position, shall meet NFPA requirements.

Two (2) TecNiq T410 LED ground jack area illumination lights shall be furnished to light up the area around the stabilizers. One of these lights shall be mounted in each of the outrigger stowage housings.

All flashing and illumination lights shall be automatically activated if any outrigger leaves its nested position and shall not be switched off until all ground jacks are once again in their stowed position.

Y__N__

OUTRIGGER WARNING LIGHTS PROGRAMMED AS SIDE WARNING ALSO

The outrigger warning lights shall be programmed to turn on whenever the side warning switch is on and the emergency master switch is on. They shall also turn on any time the outriggers are not nested or if the Aerial Master is on.

Y__N__

LADDER CRADLE INTERLOCK SYSTEM

A ladder cradle interlock system shall be provided which automatically prevents the operator from lifting the aerial device from the cradle unless all outriggers are fully extended and placed in a load supporting configuration. An additional interlock shall be provided that prevents outrigger operation when the aerial device is not fully stowed in the cradle.

Y__N__

SHORT-JACK OPERATIONS

The aerial device shall be capable of operating in a "short-jacked" stance. The aerial device shall require only one operator to lift the ladder from the cradle, as long as the outriggers are in a load supporting configuration. Once the ladder is lifted from the cradle, the aerial device shall be fully operational by a single operator to the side of the apparatus with fully deployed outriggers, and shall be denied operation to the short set side. In the event both sides are short set, the operator will automatically be denied operation to both sides. Two methods of overriding the interlock are available: an electric switch, or mechanically moving the solenoid. Both are available to the single operator located at the primary operator's station.

Y__N__

MANUAL OVERRIDES

The manual overrides for the aerial device (clockwise and counterclockwise rotation and ladder lowering interlocks) shall be in the turntable control pedestal. Operation of the ladder without the outriggers properly set requires the operation of a diverter valve and requires a second operator. The overrides for the outriggers shall be conveniently located at the side of the trailer fender, behind the jack control panel. The outrigger overrides can be operated by one person, but requires the simultaneous activation of two separate controls to override any safety system.

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Y__N__

OUTRIGGER SPOT LIGHTS

Two (2) Whelen PAR36 chrome plated spotlights, model PFBS12C, with 12 diodes, shall be installed, one on each side of the apparatus above the outriggers, to illuminate the area for spotting the outriggers in the down position. The lights shall be wired to a switch on the cab dash and shall also automatically activate when the PTO is engaged.

Y__N__

OUTRIGGER PADS AND BRACKETS

A set of two (2) auxiliary outrigger pads shall be installed on the apparatus. The pads shall be 24" x 24" and shall be made of 3/8" aluminum with a bent rod style carrying handle. There shall be one (1) pad bracketed to the underside of the body in close proximity to each outrigger.

Y__N__

LADDER CRADLE

A heavy-duty rest shall be provided to support the aerial in the travel position. Wear strips shall be attached to the aerial cradle to protect the aerial when the unit is in the travel position. The cradle pivots to conform to the nested ladder, providing support over the full width of the cradle.

Y__N__

AERIAL HYDRAULIC SYSTEM

HOSE

High pressure hydraulic hose used for the circuits of the hydraulic system shall have a minimum burst strength of four (4) times operating pressure.

FILTER

An easily accessible 6 micron replaceable filter, with remote filter condition indicator, shall be installed in the hydraulic pressure line. A 10 micron return filter shall be installed in the reservoir.

RESERVOIR

The hydraulic oil tank shall have sufficient capacity to operate the aerial while allowing the oil to cool and shall be located behind the tractor 5th wheel and between the frame rails. There shall be a means provided to remove the tank, if needed. The connection points to the tank shall be easily accessible, with internal baffles separating the intake and return. There shall be shut-off valves at these points to isolate the tank, if needed. A filtered breather cap and a basket strainer shall be located in the filler neck. A dip stick shall verify the oil level. There shall be a plaque mounted next to the fill cap labeled "Hydraulic Fluid Only".

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PUMP

The system shall be powered by a pressure compensated load sensing hydraulic pump. The pump shall be sized to operate all boom functions simultaneously. The load sense feature operates any function at the optimum pressure to maximize efficiency and minimize heat build-up.

HOUR METER

An aerial hydraulics hour meter shall be provided to accumulate hours when the transmission provides pressure to engage the PTO and the aerial enable switch is engaged.

EMERGENCY PUMP

The apparatus shall be equipped with an emergency hydraulic pump. The pump shall be driven by a 12 volt electric motor with power from the truck batteries. It shall be capable of providing hydraulic power for limited (slower) ladder functions and for stowage of the unit in case of prime power failure. A control switch for the emergency pump shall be located at the outrigger control station and at the aerial control. The control switch shall be a spring loaded momentary type to prevent prolonged operation of the emergency pump.

Y__N__

HOT SHIFT POWER TAKE/OFF FOR AERIALS

The apparatus shall be equipped with a power (hot) shift PTO driven by the chassis transmission. An indicator shall be located in the cab to indicate when the PTO is engaged.

Y__N__

The following conditions apply for use of the PTO:

If the PTO is used to power the generator only, then the PTO can be engaged by the generator switch when the truck is in motion.

If the PTO is used to power the aerial only, then the PTO can be engaged by the aerial enable switch if the transmission is in neutral and the parking brake is set or in pump mode with the parking brake set.

If the PTO is used to power the generator and the aerial, then the generator can be used while the truck is in motion by activating the generator switch. A hydraulic valve, controlled by the aerial enable switch, shall prevent aerial operation until the transmission is in neutral and the parking brake has been set or in pump mode with the parking brake set.

There shall be no exceptions to this interlock system since it is designed to protect and safeguard personnel and equipment.

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The hydraulic pump shall be mounted on the transmission with an extension shaft between the PTO and the pump.

Y__N__

HOIST SYSTEM

Two (2) double acting (power up and power down) lift cylinders shall provide smooth and precise elevation from -5 to 80 degrees above horizontal. Units that do not operate below 0 degrees shall not be acceptable. The elevation cylinders shall be equipped with integral (on the cylinder) holding valves to prevent the unit from falling should a charged line be severed at any point within the hydraulic system.

Y__N__

EXTENSION-RETRACTION SYSTEM

A full hydraulic powered ladder extension and retraction system shall be provided utilizing dual hydraulic cylinders and cables. Each cylinder shall be capable of operating the ladder in the event of a failure of the other. The extension/retraction cylinders shall be equipped with integral (on the cylinder) holding valves to prevent the unit from falling should a pressurized hydraulic line be severed at any point within the system. The extension/retraction cables shall be of the following diameters: 3/8" 2nd section; 5/16" 3rd section; 1/4" fly section.

Wear pads shall be provided between the telescoping sections for smooth operation. Wear pads shall be composed of high strength polymers with friction reducing additives.

Y__N__

ROTATION INTERLOCK SYSTEM

The apparatus shall be supplied with a rotation interlock system. This interlock system shall not allow the aerial to be rotated over the side of the apparatus if the stabilizers on that side are not fully deployed. The interlock system shall include a light and audible alarm that will activate when rotation is no longer allowed. Once rotation is stopped the interlock system shall allow the operator to rotate away from the stopping point without the use of an override. A manual override feature shall be provided that will allow the operator at the turntable the ability to override the interlock system. There shall be NO EXCEPTIONS to this interlock system since it is designed to protect and safeguard personnel and equipment.

The rotation interlock system box/module shall be located in a junction box under the fifth wheel or gooseneck. If the outrigger controls are on both sides, then the interlock system box/module shall be behind the controls on the right side.

Y__N__

AERIAL SWIVEL

The aerial device shall be equipped with a swivel installed within the axial centerline of the turntable to allow 360 degree rotation of the aerial device. The swivel shall have passages for the hydraulic lines from the hydraulic pump and oil reservoir to the aerial control valve bank. The swivel shall also maintain electrical continuity of all necessary electrical circuits while ladder is rotating or when it is immobile. A minimum of thirty-

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six (36) collector rings shall be provided.

Y__N__

ROTATION SYSTEM

A heavy-duty 34" center to center, 39.88 O. D., swing bearing shall be provided. This bearing shall feature four-point contact ball bearing design combined with offset raceway construction and individual ball separators to give maximum combined thrust and radial moment capacities. Races shall be deep induction hardened and precision ground. The bearing shall have a minimum of 61 precision, 1.38" diameter chrome alloy steel balls kept at uniform spacing by resilient spacers. Two (2) grease fittings shall be provided for proper lubrication.

The bearing shall be attached to both turntable and turntable support structure with grade 8 bolts. Both surfaces to which the bearing shall be mounted shall be milled to provide a level mounting. Welding of bearing to either support shall not be allowed, no exception. A planetary gear drive unit mounted on the turntable opposite of the control pedestal and powered by a hydraulic motor shall be provided. A spring applied, hydraulically released, disc type brake shall be furnished to provide positive braking of the turntable assembly.

Y__N__

TURNTABLE

The turntable shall consist of aluminum tread plate to provide a slip resistant surface while operating the ladder. It shall have a minimum of 12 sq. ft. of useable walking surface.

The turntable swing bearing bolts shall be accessible from the topside of the platform. This shall allow fire department service personnel to easily perform the required periodic bolt torque tightness check. There shall be no exceptions to this maintenance requirement as it shall eliminate extended labor cost and excessive down time.

Three 1-1/4" 12 gauge stainless steel tubing guardrails, with slip resistant poly elastomer material, shall be furnished. The guardrails shall have safety connecting chains with clasps between them. One guardrail shall be located near the control console, one opposite the control console, and one directly behind the aerial ladder. All shall be a minimum of 42" high.

The guardrail behind the aerial ladder shall be removable.

Y__N__

TURNTABLE OVERLAY

An aluminum grating overlay shall be provided for the turntable walking surface. Grating shall be made of 3/16" thick aluminum strips set of edge with the tops having a deep, sharp serration for a positive non-slip walking surface. Grating shall be bolted to the turntable surface and be removable.

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YELLOW PERIMETER MARKING

Y__N__

In accordance with NFPA 1901 chapter 15.7.1.6, the perimeter of the turntable not covered with a railing shall be marked with a one-inch wide safety yellow line to delineate the designated standing or walking surface area.

AERIAL CONTROL CONSOLE

Y__N__

The aerial control console shall be located on the right side of the turntable facing the ladder tip.

PEDESTAL COVER

Y__N__

A hinged aluminum tread plate cover shall be provided for the control pedestal. Two (2) gas springs shall hold the cover in either an open or closed position.

PEDESTAL COVER LIGHT

Y__N__

There shall be a TecNiq Eon LED lamp installed in the pedestal cover. The light shall be activated when the PTO is engaged.

PEDESTAL COVER LATCH

Y__N__

There shall be a rubber ball type latch installed on the pedestal cover to assist in holding the cover closed.

CONTROL PEDESTAL INTERIOR WORKLIGHT

Y__N__

The interior of the turntable control pedestal shall have a TecNiq EON LED work light for control valve service visibility. It shall have a stand-alone toggle switch with label.

AERIAL CONTROL CONSOLE

Y__N__

The console shall be illuminated for night operation and shall have the following items clearly identified and conveniently located on or in close proximity to the console for ease of operation:

- Aerial overload chart
- Throttle switch
- Intercom system - allows communication between pedestal and end of aerial
- Three directional control handles for aerial functions

The following shall be inside the pedestal access door:

- Emergency override rotation switch with protective cover
- Emergency pump switch with protective cover

The three directional control valves shall control the elevation/lowering,

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clockwise/counter clockwise, and extension/retraction functions for the positioning of the aerial. The controls for the three aerial functions may be operated independently or simultaneously and shall be of the "deadman" type. A foot pedal locking feature shall be incorporated to insure the controls are non-operable unless the foot pedal is engaged when the function is being performed.

The display located in the pedestal shall include the following information, if applicable:

- Low voltage (Red)
- Rung alignment (Green)
- Turntable aligned (Green)
- Aerial overload buzzer and light (Red)
- Rotation limit exceeded (Red)
- Cab avoidance (Red)
- Hydraulic system pressure
- Lower system pressure
- All warning information
- Aerial status
- Truck status
- Elevation indicator

AERIAL LADDER TIP CONTROLS

The aerial ladder device operation shall include controls at the tip of the "fly section". The controls shall consist of three (3) momentary toggle switches, which shall be clearly labeled for the function performed when activated, including extend/retract, clockwise/counterclockwise and down/up. Power to the switches shall be created by the main pedestal operator activating the "Tip Control Enable" switch on the pedestal, and the "Aerial Enable" foot switch located at the bottom of the pedestal. The tip controls shall be "creeper" controls which operate the ladder functions at a considerably reduced speed relative to the main control pedestal controls, in accordance with NFPA requirements.

Y__N__

ADDITIONAL PRESSURE GAUGES

One (1) pressure gauge shall be provided and installed on the aerial console for the hydraulic system pressure.

Y__N__

AERIAL OVERLOAD ALARM

An alarm horn and warning light shall be provided on the control pedestal that shall sound to alert the operator should the load capacity of the aerial be exceeded. The alarm shall in no way restrict the further operation of the aerial. There will be no exception to this safety requirement.

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LOADMINDER SYSTEM WITH AERIAL OVERLOAD ALARM

Y__N__

A Class1 "Loadminder" system with single display shall be installed on the turntable control pedestal in addition to the standard aerial overload alarm. The Loadminder calculates and displays the current low level load on the aerial and instantly adjusts as the ladder angle, extension or live load changes.

PUSH BUTTON SWITCH F/AIR HORNS ON AERIAL PEDESTAL

Y__N__

A push button switch for air horns shall be provided on the aerial pedestal.

LADDER ALIGNMENT ARROWS

Y__N__

There shall be a 1" wide x 3.44" long arrow constructed of 12 gauge 304 stainless steel and painted fluorescent orange installed on the turntable. A corresponding arrow shall be placed on the decking next to the turntable. Each arrow shall be installed atop a 2.5" high box. Surface mounted on each arrow shall be a red TecNiq LED Dragon light. When the ladder is aligned with the cradle, the points of both arrows shall line up and both lights shall activate.

The alignment arrows shall be located at final inspection.

INCLINOMETERS IN CAB

Y__N__

Two (2) inclinometers shall be provided to inform the driver if it is safe to deploy the outriggers. The inclinometers shall identify the truck angles on both the X and the Y axis. One shall be located on the cab dash above the indicator panel. The second shall be located in the driver's side door jam area.

ANGLE INDICATOR

Y__N__

A lighted angle indicator shall be installed on the base section of the aerial, next to the aerial operator's position.

AERIAL INTERCOM SYSTEM

Y__N__

The intercom shall be a Fire Research Model ICA-900 2 station with ACT clear voice sound system. The master shall be a push-to-talk station with 5-LED volume indicator lights and push button, arrow-up and arrow down, controls. The master unit shall be mounted on the turntable control pedestal. The hands free voice transmission slave unit shall be installed at the aerial tip or platform control console and always in transmit mode until interrupted by transmission from the master unit. The intercom speaker at the aerial tip/platform control console shall have a cover over the rear of it. The system stations shall be interconnected with shielded cable for static free operation in normal conditions.

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Y__N__

TILLER HEADSET & INTERCOM MODULE

One (1) Firecom model #UH-52 under helmet style headset shall be provided for the tiller cab. One (1) headset module shall be located above the left shoulder on the upper left wall, in the corner. One (1) yellow NFPA compliant headset hanger hook shall be located near the module, but on the ceiling.

This headset shall provide a noise reduction of 24 dB. It shall have a black button which shall be push-and-hold to activate the microphone for intercom only communications.

Y__N__

AERIAL LADDER CONSTRUCTION

The aerial ladder shall be constructed of welded, high-strength steel throughout. Each section shall be trussed diagonally, vertically and horizontally and be reinforced at critical points for extra rigidity. The ladder rungs shall be round. They shall extend through the web of each ladder section rail and be fully welded at both the inside and outside of the beam faces to provide excellent torsional rigidity. The rungs shall also be "K" braced.

The main ladder section beams or rails shall be a hollow I-beam design for superior lateral rigidity (as compared to a hollow rectangle) and a high strength-to-weight ratio. They shall be roll formed in the factory of the bidder and be welded together by a continuous-feed automatic welding machine. Holes in the rails for the rungs shall be punched through the entire web of the I-beam. The holes shall be formed outward in a "dish" shape to obtain the widest separation between the two weld points on the rung. Prior to final assembly, the interior of the I-beam shall have an under coating primer to prevent corrosion.

The ladder shall use greaseless bushings on all pivot points and sheaves. Greaseless wear strips shall be used between the ladder sections. The ladder shall include a safety guard panel located at the turntable end of the base section and mounted on both sides of the ladder to prevent personnel from placing hands, elbows, etc. in the path of the aerial ladder extension or retraction.

Ladder construction shall complement the support of heavy or unbalanced loads at horizontal or low angle positions. To allow the passing of personnel on the ladder, the minimum inside width dimensions of the four ladder sections shall be as follows: Base - 31"; Lower Mid - 28"; Upper Mid - 24" and Fly - 21". To allow for safe climbing and good "handhold" positioning at any climbing angle, the minimum height of the handrails above the center line of the rungs of the four ladder sections shall be as follows: Base - 25"; Lower Mid - 22"; Upper Mid - 18" and Fly - 15".

Y__N__

RUNG COVERS

All rungs shall be covered with deeply serrated, replaceable, heavy-duty rubber sheaths, glued and clamped securely to the rungs.

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AERIAL EXTENSION NUMERIC LABELS

Y__N__

Numeric labels shall be applied to the inside rail of the base section opposite the pedestal to indicate ladder extension feet.

AERIAL LADDER SLIDES

Y__N__

The aerial ladder slide rocker pads shall consist of Teflon impregnated polyethylene wear pads between each section. They shall be provided to reduce the frictional forces between the individual sections of the ladder. No exceptions to this requirement.

REMOVABLE TIP

Y__N__

A 4-1/2' removable tip on the fly section shall be provided and installed to allow for easy repair or replacement.

FOLDING STEPS - LIGHTED

Y__N__

One (1) pair of extreme duty cast aluminum folding steps with cam locking feature shall be installed to provide substantial footing for a firefighter stationed at the tip of the fly section. Each step area shall be a minimum of 7" x 7" square. An aggressive serrated tread shall be provided to keep a foot from sliding off the top of the step. Each step shall come standard with a LED light built into the base of the step right above the stepping surface. The steps shall not protrude more than 1.50" into the climbing area of the ladder when in the stowed position. The step lights shall activate with the aerial master.

Y__N__

A weatherproof deutsch plug will be provided at the ladder tip to control and power a ladder pipe.

Y__N__

MONITOR PEDESTAL CONTROL

A toggle switch shall be located at the pedestal to control the monitor.

Y__N__

MONITOR TIP CONTROL

A toggle switch shall be located at the pinnable waterway bracket to control the monitor.

Y__N__

AERIAL LADDER BASE LIGHT(S)

Two (2) Unity AG 6" LED spotlight(s) shall be installed on the base section of the ladder.

Y__N__

Ladder base lights shall be mounted on the both sides of the ladder.

Y__N__

Two (2) aerial light(s) shall be switched at the turntable pedestal.

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No Ladder Fly-Stream Tracking Light Required- NFPA 1901 Covered By Another Light

Y__N__

AERIAL LADDER FLY LIGHT(S)

Y__N__

Two (2) HiViz FT-MB-15-FT-W 12v Spot/Flood, 12 volt 7,290 lumen combination spot/flood light(s) shall be installed on the fly section of the ladder near the tip. The light(s) shall be controlled by the same controls as the light(s) on the base.

Y__N__

Ladder fly lights shall be mounted on the both sides of the ladder.

Y__N__

The finish of the light head shall be white.

Y__N__

120 VOLT SYSTEM ON LADDER

120 volt wiring shall be provided to the tip of the fly section of the aerial device. The wiring shall run from a junction box mounted below the turntable through the collector ring assembly. 12 gauge, type SJO, 3 conductor cable shall be run up the aerial.

Y__N__

TWIST-LOCK RECEPTACLE(S)

One (1) 120 volt 3-wire twist lock receptacle(s) shall be provided and mounted on the aerial in a weatherproof box with spring loaded cover, on the right side of the ladder tip, opposite to the intercom.

Y__N__

NEMA Rating: L5-15R (15 Amp) Twist-Lock, Duplex.

Y__N__

One (1) aluminum flip lid duplex receptacle cover(s) shall be installed.

Y__N__

One (1) 20 amp breaker(s) shall be installed. It shall not have a ground fault interrupter.

Y__N__

RUNG LIGHTING

One (1) side(s) of each aerial ladder section shall have Wes Garde flexible, weatherproof LED strip lights installed. The light strips shall be mounted on the inside of the hand rail with mechanical fasteners and adhesive

Y__N__

The rung lights shall be red in color.

Y__N__

The rung lights shall be installed on both sides.

Y__N__

One (1) aerial light(s) shall be switched at the turntable pedestal.

Y__N__

Additional Cat Track for 100'/105' Aerials

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Y__N__

AERIAL DEVICE LIFTING ANCHOR POINTS

A steel eye shall be welded to the bottom of each aerial ladder tip bottom rail and shall provide a lifting capacity of 250 pounds each. A removable crossbar shall be provided to center the load when necessary, providing a combined anchor point lifting capacity of 500 pounds. The removable crossbar shall be held in place with quick pins on the outside of each eye. The aerial device lifting anchor points and removable crossbar are designed and rated to be used with a single strand of rope or webbing. Using these anchor points in conjunction with any type of mechanical advantage system may overload the aerial device, and is not recommended.

Y__N__

LADDER MOUNTED PIKE POLE

A RH-6 shall be mounted on the left hand side of the fly section of the ladder.

Y__N__

LADDER MOUNTED FLAT HEAD AXE

A 6 lb. flat head axe with fiberglass handle shall be mounted on right hand side of the fly section of the ladder.

Y__N__

LADDER MOUNTED HALLIGAN

A 30" FHU Pro-Bar Halligan PB-30 shall be provided and mounted on right hand side of the fly section of the ladder.

Y__N__

LADDER BRACKET ON BASE SECTION

A ladder bracket shall be provided and mounted to the outside of the aerial base section, opposite the pedestal, to accommodate one (1) roof ladder.

Y__N__

LADDER SIGN

Two (2) 132" x 16.25" painted metal placards for department identification signs shall be provided. One shall be installed on each side of the bed section of the ladder. Placards shall be made of smooth aluminum sheet metal and be securely fastened to the ladder. The center of the metal placards shall be mounted approximately 160" from the pivot point of the aerial device. Ladder mounted options may affect the location of the ladder sign.

Y__N__

The sign shall be painted to match the body.

Y__N__

ILLUMINATED SIGN BOARDS

There shall be (2) Flanges painted job color to match the ladder sign on bottom of the ladder signs with 3M strip lights White shining up on the ladder signs (REF E1475350 & P3432288 for starting point concepts)--Lights will activate with marker lights on chassis

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Hydraulic Generators - Manufacturer Stick Aerials

Y__N__

Y__N__

HYDRAULIC GENERATOR

A Harrison 10.0 kW hydraulic generator system shall be provided installed on the apparatus. The system shall be capable of producing the nominal output power of 10.0 kW, 120V/240V, single phase, 60 Hz. The generator shall be installed per the manufacturer recommendations and shall be capable of supplying full power during all engine speeds or operation modes.

The generator shall be placed in a tray frame assembly which affords protection to the components and provides a unitized mounting module containing the motor/generator, reservoir, oil cooler, filtration system, and a manifold containing a cross-port check valve plus system relief valve. The generator shall be a commercial type with a heavy-duty bearing and of brushless design to ensure low maintenance. The reservoir shall include an oil level gauge, oil temperature gauge, fill cap, fill strainer, and a boost unit to provide a positive pressure to the pump suction port. The generator and hydraulic motor shall be close coupled and permanently aligned using a Morse taper with a through bolt to secure the motor to the generator.

The PTO driven hydraulic pump and motor shall be of axial piston design to provide low internal leakage and a high degree of frequency stability. The pump will match to the system with the proper orifice, pressure compensator and load sensing to provide a stable output over the rated speed range of the pump and with electrical loads from no load to full-load. The PTO ratio shall be selected to allow operation throughout the entire engine RPM range; idle to full throttle.

A display meter consisting of (4) numeric LED displays shall be used. The meter shall simultaneously display system voltage, frequency and amperage in each of the two 120V legs. The display meter shall be located in close proximity to the breaker box.

A high temperature visual indicator and audible alarm shall be provided and installed.

Y__N__

GENERATOR/INVERTER TEST AND CERTIFICATION

The generator/inverter shall be tested by Underwriter's Laboratory (UL) at the manufacturer's facility and shall conform to NFPA requirements and standards. Copies of all tests shall be provided with the delivery documentation.

Y__N__

The generator enable switch shall be installed in the LS tractor compartment

Y__N__

Generator Located Less Than 12 Ft from Load Center - Circuit Protection Not Req

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HARRISON HYDRAULIC GENERATOR WARRANTY

Y__N__

The Harrison hydraulic generator shall have a 6 year / 1000 hour limited warranty from the manufacturer. See warranty certificate for complete details.

BREAKER BOX

Y__N__

A twelve (12) place Square D brand, or approved equal, gray colored breaker box shall be provided and installed in the front upper left hand side compartment. Manual reset circuit breakers, matching the rated output of each specific outlet or device, shall be provided. All power supply assembly conductors, including neutral and grounding conductors from the line voltage power source to the circuit breaker box shall have an equivalent amperage rating and shall be sized to carry not less than 115 percent of the amperage of the nameplate current rating of the power source. Power supply conductors shall be run in nonmetallic liquid tight flexible conduit or type SO/SEO cord with a WA suffix. Conduit shall have a temperature range of -67°F (-55°C) to 221°F (105°C). Wiring conductors from the circuit breaker box to the individual outlets and devices shall be sized in accordance with NFPA 70, *National Electrical Code* requirements. Branch circuit wiring conductors shall be run in (1) metallic or nonmetallic liquid tight flexible conduit rated for use in a temperature range of -67°F (-55°C) to 221°F (105°C) with stranded copper wire rated for wet locations and temperatures not less than 194°F (90°C) or (2) Type SOW, SOOW, SEOW, or SEOOW flexible cord, rated at 600 volts and at temperatures not less than 194°F (90°C). A power source specification label shall be permanently attached to the apparatus near the operators control panel.

The door of the breaker box shall have a side hinge.

Y__N__

The hydraulic generator shall be located in the tractor compartment.

Y__N__

KUSSMAUL AUTO TRANSFER SWITCH

A Kussmaul 091-134 Auto Interlock II switch shall be provided and installed to allow the receptacle to be fed from shorepower through the Auto Eject when the generator is not in use.

Y__N__

One (1) 20 amp breaker(s) shall be installed. It shall not have a ground fault interrupter.

Y__N__

CORD REEL(S)

One (1) Hannay Model ECR1618-17-18 power rewind cord reel(s) for live electric cable shall be provided. The reel(s) shall be 12 volt electric rewind and be equipped with an electrical collector ring with a minimum #10 gauge, 3-conductor wiring. Capacity of each reel shall be a minimum of 200 feet 10/3 gauge or 250 feet of 12/3 gauge electric cable.

Cord Reels will have ATP cover with rollers and a hinged lift up covers for service.

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CORD REEL CABLE(S)

Y__N__

One (1) 200 foot length(s) of 10/3 type SO electric cable shall be provided and installed on the cord reel.

Y__N__

The color of the cord cable shall be yellow.

Y__N__

The AN250 motor shall take 60 seconds to rewind 100 feet.

Y__N__

The reel shall be painted Hannay Graphite.

Y__N__

REEL REWIND SWITCH

The reel shall be equipped with a reel rewind rocker switch.

Y__N__

The reel rewind switch shall be located at: _____

Y__N__

The reel shall be located on top of the body.

Y__N__

The reel shall be located, as specified: Above LS Tractor Compartment

Y__N__

ROLLER ASSEMBLY

The reel shall be equipped with a captive roller assembly mounted directly on reel frame. It shall be supplied by Hannay and have a 4-way roller assembly with stainless steel rollers mounted in a stamped steel housing.

Y__N__

CABLE STOP

A molded plastic spherical type stop shall be provided near the end of the cable/hose.

Y__N__

CORD REEL(S)

One (1) Hannay Model ECR1618-17-18 power rewind cord reel(s) for live electric cable shall be provided. The reel(s) shall be 12 volt electric rewind and be equipped with an electrical collector ring with a minimum #10 gauge, 3-conductor wiring. Capacity of each reel shall be a minimum of 200 feet 10/3 gauge or 250 feet of 12/3 gauge electric cable.

Cord Reels will have ATP cover with rollers and a hinged lift up covers for service.

Y__N__

CORD REEL CABLE(S)

One (1) 200 foot length(s) of 10/3 type SO electric cable shall be provided and installed on the cord reel.

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The color of the cord cable shall be yellow.

Y__N__

The AN250 motor shall take 60 seconds to rewind 100 feet.

Y__N__

The reel shall be painted Hannay Graphite.

Y__N__

REEL REWIND SWITCH

Y__N__

The reel shall be equipped with a Hannay Reel Rewind Push-Button Control #90030.

Y__N__

The reel rewind switch shall be located at the manufacturer's discretion in a position where the operator can safely observe the rewinding operation.

Y__N__

The reel shall be located on top of the body.

Y__N__

The reel shall be located, as specified: Above RS Tractor Compartment

Y__N__

ROLLER ASSEMBLY

The reel shall be equipped with a captive roller assembly mounted directly on reel frame. It shall be supplied by Hannay and have a 4-way roller assembly with stainless steel rollers mounted in a stamped steel housing.

Y__N__

CABLE STOP

A molded plastic spherical type stop shall be provided near the end of the cable/hose.

Y__N__

TWIST-LOCK FEMALE PLUG(S) ON CORD REEL CABLE

Two (2) Hubbell model HBL2313SW 120V/20A heavy duty twist-lock female plug(s) with watertight safety-shroud and Insulgrip® connector body shall be provided. The plug(s) shall be installed on the working end of the cord reel cable(s).

Y__N__

ELECTRICAL JUNCTION BOX(ES)

Two (2) Akron Brass 4-receptacle junction box(es) shall be provided for distribution of electrical power on the fire ground. Each box shall be constructed of aluminum and shall be completely powder coated gray with gray hinged protective receptacle covers and the full length carry handle. Internally lighted faceplates shall provide sufficient light to make connections and alert the crew that the box is in "power-on" status. Each junction box shall have dimensions of 9.25" long x 5.5" wide x 8.5" high. Each box shall be equipped with a 12-inch pigtail and a L5-20 connection.

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For each total of four (4) single receptacles shall be provided; two (2) NEMA L5-20R twist-lock and two (2) NEMA 5-20R household, straight blade. Each receptacle shall be rated for 20 amps at 125 Volts.

A mounting box, with brushed stainless finish, shall be provided for each junction box.

Y__N__

The junction box mount shall be shipped loose.

Y__N__

The junction box mount shall be placed vertically.

Y__N__

CAB 12V FRONT BROW MOUNT LIGHT(S)

Two (2) Whelen Pioneer Plus™ PFH1 single panel LED floodlight(s) shall be installed on the cab front brow, using a Whelen PBHSEAGR mounting bracket. The light head shall provide 8,875 lumens and draw 6.5 amps. It shall operate at 12 volts DC.

The light head and mounting bracket shall be powder coated white.

Y__N__

The mount shall be on the left and right sides of the cab front brow.

Y__N__

Two (2) 12 volt light(s) shall be switched at the cab dash and a second location with a 3-way momentary switch.

The second location for the switch shall be: LS Tractor Compartment

Y__N__

CAB 12V SURFACE MOUNT LIGHT(S)

Two (2) Whelen model PCPSM1C, single panel LED combination flood/spot surface mount light head(s) shall be installed on the cab side(s). The light head shall provide 8,000 lumens and draw 6.0 amps. It shall operate at 12 volts DC.

The flange shall be chrome.

Y__N__

The cab surface mounted lights(s) shall be located between the front cab door and the crew cab side window.

Y__N__

Two (2) 12 volt light(s) shall be switched at the cab dash and a second location with a 3-way momentary switch.

The second location for the switch shall be: LS Tractor Compartment

Y__N__

The light shall not activate when a cab door on that side opens.

Y__N__

CAB 12V PEDESTAL MOUNT LIGHT(S)

Two (2) Whelen Pioneer Plus™ LED PCH2P dual panel combination flood/spot light(s) shall be installed on the cab roof using the top mount fixed pedestal mount, PBAPEDD. It shall operate at 12 volts DC, draw 13 amps, and generate 17,750 lumens of light.

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The light head shall be white and mounting bracket shall be chrome.

Y__N__

The cab pedestal light(s) shall be located as follows:

Cab Roof - Both Sides - Over Crew Door - As rearward as possible.

Y__N__

Two (2) 12 volt light(s) shall be switched at the cab dash and a second location with a 3-way momentary switch.

The second location for the switch shall be: LS Tractor Compartment

Y__N__

BODY REAR 12V SURFACE MOUNT LIGHT(S)

One (1) Whelen model PCPSM2C, dual panel LED flood/spot surface mount light head(s) shall be installed on the body rear. The light head shall provide 16,000 lumens and draw 12.0 amps. It shall operate at 12 volts DC.

The flange shall be chrome.

Y__N__

The surface mounted light shall be centered on the rear of the body and as high as possible. Other equipment and light selections may affect placement.

Y__N__

One (1) 12 volt light(s) shall be switched at the cab dash and a second location with a 3-way momentary switch.

The second location for the switch shall be: LS Tractor Compartment

Y__N__

REVERSE ENABLE SWITCH

A reverse enable switch shall be installed on the cab dash which when activated shall allow the rear scene lights to engage any time the apparatus transmission is placed into reverse. This is in addition to the standard switch which shall allow the driver to engage the lights anytime the battery is on.

Y__N__

BODY 12V PEDESTAL MOUNT LIGHT(S)

One (1) Whelen Pioneer Plus™ LED PCH2P dual panel combination flood/spot light(s) shall be installed on the body roof using the top mount fixed pedestal mount, PBAPEDD. It shall operate at 13 volts DC, draw 12.2 amps, and generate 17,750 lumens of light.

The light head shall be white and mounting bracket shall be chrome.

Y__N__

The pedestal lights shall be located on the body as follows:

Centered over tiller wheel - Top of Body.

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One (1) 12 volt light(s) shall be switched at the cab dash and a second location with a 3-way momentary switch.

Y__N__

The second location for the switch shall be: LS Tractor Compartment

Y__N__

PORTABLE 120V MOUNT LIGHT(S)

Two (2) Whelen Pioneer Plus TM PFP2AP1 dual panel flood light(s) on a Whelen model 3300 portable ground tripod shall be provided

The 30" cast aluminum tripod assembly includes a 20" legs, an inner coil cord, bottom wire exit, body mount cradle and pole/pedestal mount adapter with handle and quick disconnect.

The light shall operate at 120 volts AC, draw 1.2 amps, and generate 15,000 lumens of light.

The light head shall be powder coated white.

Y__N__

RECEPTACLE(S)

Two (2) 120 volt 3-wire flat blade non-twist-lock receptacle(s) shall be provided and installed in weatherproof boxes with spring loaded covers.

Location of each 120V duplex receptacle shall be: _____

Y__N__

NEMA Rating: 5-15R (15 Amp) Non-Twist-Lock, Single.

Y__N__

Two (2) aluminum flip lid single receptacle cover(s) shall be installed.

Y__N__

Two (2) 15 amp breaker(s) shall be installed. It shall not have a ground fault interrupter.

Y__N__

The portable mount and light shall be located as follows:

Centered over LS1/RS1

Y__N__

A Whelen Nema 5-15, straight (household) plug shall be installed.

Y__N__

The receptacle shall be switched in LS Tractor Compartment

Y__N__

GROUND LADDERS

Ladders shall be provided in full compliance with NFPA 1901 requirements for aerial trucks. Ladders shall be individually mounted under the aerial ladder and tiller cab and properly labeled. **Two hundred Eighty Four (284) feet of Duo-Safety ladders** shall be provided as follows:

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-One 45 ft., 3-Section	-Model 1525-A
-Two 35 ft., 2-Section	- Model 1200-A
-Two 24 ft., 2-Section	- Model 900-A
-Two 18 ft., 2-Section	-Model 875-A
-Two 16 ft., 2-Section	-Model 875-A
-One 10 ft., Folding	- Model 585-A
-One 20 ft., Roof	-Model 875-A
-One 13 ft. Little Giant	-M13

Y__N__

NON-STANDARD LADDERS

The following ladders shall be provided:

10' Roof: Model 775-A

Y__N__

LITTLE GIANT LADDER SYSTEM(S)

One (1) Little Giant Velocity M13, aluminum ladder system(s) shall be provided.

Little Giant ladder shall be located on the officer's above the RS1 and RS2 body compartments.

Y__N__

Pike Pole Storage - Below Turntable

Four (4) stainless steel pike pole tubes shall be installed below the turntable for ease of access. Four accessible from the LS. Tulip clips shall also be installed to secure the head of the pike pole.

Y__N__

GROUND LADDERS MOUNTED HORIZONTALLY

The specified ground ladders shall be horizontally mounted.

Y__N__

LADDER COMPARTMENT DOORS

Aluminum double doors shall be provided at the rear of the ground ladder compartment. The doors shall be constructed of smooth aluminum, to accommodate the installation of chevron striping. The doors shall be double panel construction, shall include gas operated door stays and shall be held shut with a "D" ring positive lock. The door hinge shall be located on the right side. The compartment lights shall automatically be activated by a door switch when door is opened. The door switch shall be integrated with the door ajar/hazard warning system.

Y__N__

GROUND LADDER SPLASH SHIELD

A splash shield shall be provided below the entire ground ladder stake assembly to shield the ladders from road splash. The shield shall be made of 3CR12 stainless steel and painted the same color as the ladder stakes.

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LADDER BAY LIGHTS

Y__N__

The ladder bay opening shall be illuminated by two (2) LED lights from Triton, model TLPC. Each weatherproof light shall have 15 LED bulbs and a lens that measures 1.125" in diameter. The lights shall be activated by opening the ladder bay doors. The door switch shall be integrated into the door ajar hazard warning system.

PIKE POLES/MOUNTING

Y__N__

The following pike poles shall be furnished:

PIKE POLE(S)

Y__N__

Two (2) 6 ft. Fire Hooks Unlimited APH-6 pike pole(s) shall be provided. The handles shall be solid fiberglass with stainless steel wear sleeves. There shall be a gas shutoff on the end of the pole opposite the hook.

PIKE POLE(S)

Y__N__

Two (2) 10 ft. Fire Hooks Unlimited APH-10 pike pole(s) shall be provided. The handles shall be solid fiberglass with stainless steel wear sleeves. There shall be a gas shutoff on the end of the pole opposite the hook.

PIKE POLE(S)

Y__N__

Two (2) 12 ft. Fire Hooks Unlimited APH-12 pike pole(s) shall be provided. The handles shall be solid fiberglass with stainless steel wear sleeves. There shall be a gas shutoff on the end of the pole opposite the hook.

PIKE POLE(S)

Y__N__

Two (2) 8 ft. Fire Hooks Unlimited APH-8 pike pole(s) shall be provided. The handles shall be solid fiberglass with stainless steel wear sleeves. There shall be a gas shutoff on the end of the pole opposite the hook.

ALUMINUM TUBE PIKE POLE MOUNT(S)

Y__N__

Nine (9) aluminum tube(s) shall be mounted to facilitate storage of pike poles.

The mounting tube(s) shall be located at pre-construction.

PIKE POLE TUBE FINISH

Y__N__

Nine (9) pike pole tube(s) shall have a mill finish.

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Y__N__

ZICO WHEEL CHOCKS

Four (4) Zico Model AC-44 wheel chocks shall be furnished and shipped loose with the apparatus. Four (4) QCH-44-V vertical mount holders shall be installed in the body compartments.

Compartment(s) to contain wheel chock holder(s) shall be:

Under the Tractor compartment Two (2) each side

Y__N__

SPARE HARDWARE KIT

An assortment of nuts, bolts, cap screws, washers and other hardware used in vehicle construction shall be provided.

Y__N__

SPARE HARDWARE KIT

An assortment of nuts, bolts, cap screws, washers and other hardware used the in construction of the aerial device shall be provided.

Y__N__

Y__N__

PROCESSES

The following processes shall be employed in the finishing of the apparatus:

Manual Surface preparation – All metal surfaces on all custom body and cabs shall be thoroughly cleaned and prepared for paint. Surfaces that shall not be painted include all chrome plated, polished stainless steel and bright aluminum tread plate. As required, weld seams and other areas shall be caulked to prevent water leaks or for appearance reasons. Each imperfection on the exterior metal surface shall be removed or filled and then sanded for a smooth flat appearance.

Chemical Cleaning and Treatment – All painted surfaces shall be washed with a chemical degreaser, cleaner and surface conditioner to allow for proper adherence of primer coat. Then they shall be washed with a neutralizer product. All products used are approved by paint supplier and applied under strict process control to meet performance requirements on corrosion prevention and chip resistance.

Primer/ Surface Coating for Top Coat application – a minimum of 2 coats of Epoxy based primer shall be applied to surfaces inside and outside of cabs and bodies and all other parts of apparatus that shall receive a Top color coat to achieve required corrosion protection. After that a minimum of 2 coats of sealer shall be applied over the primer surface. The overall thickness of the primer/sealer coat shall be between 3 to 8 mils wet. Once dried and cured all surfaces that shall receive a top coat shall be hand sanded to achieve a flat and smooth surface to meet gloss and other paint quality standards. All products used are approved by paint supplier and applied under strict process control to

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meet performance and appearance requirements according with Manufacturer's Paint Quality Standard. The underside of the cab and body shall be finished with one coat of epoxy primer specifically designed for this application to prevent corrosion and provide chip resistance to typical paved road conditions.

Top Coat Application – Each Top Coat final color on the apparatus is applied using a two stage paint process. The unit shall be thoroughly hand cleaned to eliminate dust residues and to detect any imperfection in the surfaces to be painted. A fast drying 3.5 VOC polyurethane basecoat color shall be applied using a cross coat application technique. Additional coats may be applied as required until the coat thickness reaches 2.0 to 6.0 mils wet and a full hide appearance. If a second color is required, proper masking shall be applied to the unit and the basecoat application process shall be repeated for the second color. A slow drying low VOC High Build clear coat shall be applied using a cross coat application technique until a minimum of 5.0 mils wet is achieved. The unit is then properly heated to assure flash and cure of the paint before leaving the paint booth. All products used are approved by paint supplier and applied under strict process control to meet performance and appearance requirements according to Manufacturer's Paint Quality Standard.

Each batch of color topcoat shall be tested for precise color match following paint supplier color matching process. A visual color match shall be checked prior to paint using customer approved paint chips.

The cab and body shall be primed and finish painted prior to installation on the chassis to ensure paint coverage in all areas including the difficult to reach places. The exterior and interior of the cab shall be finish painted before the doors are installed or any assembly is started to ensure a finish painted surface beneath all trim items.

Primer/ Surface Coating for Single Coat application – a minimum of 2 coats of Epoxy based primer shall be applied to all surfaces of the apparatus that shall receive a single color coat to achieve required corrosion protection. This is a wet coat process and it shall achieve a 3.0 to 8.0 mills wet thickness and complete coverage of all bare metal. All products used are approved by paint supplier and applied under strict process control to meet performance and appearance requirements according with Manufacturer's Paint Quality Standard.

Single Coat Application – A minimum of 2 coats of direct gloss paint shall be applied over all primed surface to achieve corrosion protection and appearance in accordance with Manufacturer's Paint Quality Standard. This application shall be used for Gloss Black, Job Color and Color finishes in parts of the apparatus such as frame rails, outriggers, ladders and other aerial devices, suspension and other chassis parts, etc. as defined in the sales order.

Zolatone Coat Application – All areas to receive a Zolatone coat shall be primed following the primer/surface coating for top coat application. A high pressure coat of Zolatone paint shall be applied in a cross pattern technique to achieve smooth finished surface. A second low pressure coat of Zolatone paint shall be applied in a single pattern to achieve a textured appearance.

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Zolatone Clear Coat Application – Starting with a completed and dry Zolatone coat application 2 to 3 coats of Zolatone clear coat shall be applied until a thickness of 5.0 mills wet is achieved.

PAINTERS

All painters shall be paint supplier certified. They shall be re-certified periodically in order to keep up to current standards and procedures required by the coatings manufacturer. This certification is performed independently by the paint supplier.

FACILITY

The finishing facility shall be certified independently by the paint supplier by meeting or exceeding its extensive and stringent requirements. The paint facility shall be audited quarterly by the paint supplier to ensure proper equipment, procedures and safety regulations are being used and adhered to in addition to the controls implemented by Manufacturer to assure paint quality requirements are met in every job.

QUALITY STANDARDS

The finish quality and appearance shall be in accordance with the Manufacturer's Paint Quality Standards for dirt, gloss, reflectivity, clarity and depth of image. The standard is available to the customer at any time upon request.

Y__N__

FRAME & UNDERCARRIAGE FINISH

The chassis frame, bumper extension, suspension, axles, air tanks, fuel tank, battery boxes, etc., shall have an additional coat in the color selected in this order applied over the primed surface as supplied by the component manufacturer. Single Coat application process shall be used to apply the color selected in this order using direct gloss paint on identified parts, as listed below:

- Tractor & trailer frame rails, cross members.
- Tractor fifth wheel.
- Trailer gooseneck.
- Front bumper extension.
- Tractor & trailer axles and suspension.
- Fuel tank.
- Air reservoir tanks.
- Hydraulic reservoir tank.
- Body mounting brackets.
- Tractor & trailer steering gear box and steering link arm.
- Drive shafts.
- Ground ladder storage stakes.

The following items shall always be furnished with the finish as provided by their respective manufacturer.

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Engine, transmission and accessories.
Exhaust system.
Retarder (when furnished).
PTO & hydraulic pump.
Cab lift cylinders & hydraulic pump.
Shock absorbers.
Fuel filter.
Air drier and air cleaner.
Electric wiring and loom.
Air brake lines, valves and mounting brackets.

Paint number is #71528 Color: Red.

Y__N__

PAINT INSIDE OF CAB

The inside of the cab shall be provided with gray Zolatone paint following the Zolatone Coat application process.

The following components shall be painted:
Exposed interior surfaces of the cab structure
Exposed interior surfaces of the driver/officer/crew doors
All interior "Metal" access/wire covers of the cab
Head bumper brackets
Miscellaneous brackets, if present: camera mounts, non-recessed radios, charger covers.

Y__N__

PAINT INSIDE OF CAB

The inside of the full tilt cab shall be clear coated following the Zolatone Clear Coat application process in the same components that received a Zolatone application.

Y__N__

SINGLE COLOR CAB PAINT

The cab shall be painted one color. The paint shall follow the Top Coat application process for a single color.

Cab exterior paint number is #71528 Color: Red.

Note: Paint prices do not allow for metallic or pearlescent paint colors.

Y__N__

No cab trim molding shall be required.

Y__N__

CAB INTERIOR PAINT FINISH

The inside of the tiller cab shall be painted job color. The paint shall follow the Top Coat application process for a single color.

The following components shall be painted:
Exposed interior surfaces of the cab structure, including the dash area

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Exposed interior surfaces of the doors
All interior "metal" access/wire covers of the cab
Interior surface of the vents, manual 2-way
Miscellaneous brackets, if present: camera mounts, non-recessed radios, charger covers

Tiller cab interior paint number is #71528 Color: Red.

Y__N__

SINGLE COLOR TILLER CAB PAINT

The exterior of the tiller cab shall be painted one color. The paint shall follow the Top Coat application process for a single color.

Tiller cab exterior paint number is #71528 Color: Red.

Note: Paint prices do not allow for metallic or pearlescent paint colors.

Y__N__

BODY PAINT, SINGLE COLOR

The body of the apparatus shall be painted to match the primary cab color. The paint shall follow the Top Coat application process for a single color.

Body exterior paint number is #71528 Color: Red.

Y__N__

Y__N__

ACORN NUTS

Acorn nuts shall be installed on all exposed screws and bolts in areas where personal injury may result and/or damage to equipment may occur. For further details, please refer to the enclosed standards document.

Y__N__

Y__N__

OUTRIGGERS & JACKS PAINT

The outriggers and jacks shall be painted shall be painted **PPG 35913 silver blue metallic** according to Manufacturer paint standards. All paint shall follow the Single Coat application process.

Y__N__

LADDER AND COMPONENTS PAINT

The ladder sections, turntable, lift cylinders and ladder rest shall be painted PPG 35913 silver blue metallic. Single Coat application process shall be used to apply the color selected in this order using direct gloss paint on identified parts.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

LADDER STAKES & HYDRAULIC RESERVOIR FINISH

Y__N__

The ground ladder storage stakes and hydraulic reservoir tank shall be painted job color. Single Coat application process shall be used to apply the color selected in this order using direct gloss paint on identified parts.

Paint number is #71528 Color: Red.

Y__N__

PAINT AERIAL TIP

The top three feet of the fly section of the aerial ladder shall be painted with One-Shot fluorescent red-orange paint number 203F. Clear coat shall be applied over the fluorescent red-orange paint. Top Coat application process shall be used to apply the color selected.

Y__N__

REFLECTIVE STRIPING

Reflective striping shall be provided by the Sales Representative in accordance with the current version of NFPA 1901.

Y__N__

CHEVRON STRIPING

The trailer rear face, as indicated by the fire department, shall be covered with 6" wide reflective striping in an alternating Scotchlite™ Red #680-72 and Scotchlite™ Yellow #680-71 chevron pattern. The stripes shall run at a 45 degree downward angle from the top center of the vehicle.

Y__N__

The ladder compartment door shall be covered with chevron.

Y__N__

PIN STRIPING

A black 1/4" pin stripe shall be located between each color of chevron.

Y__N__

REAR CORNER GUARDS

Brushed stainless steel 0.75" x 0.75" corner guards shall be installed after the Chevron is applied to protect the edges.

Y__N__

The corner guards shall be applied to the outside vertical edges where the body sides meets the body rear.

Y__N__

GRAPHICS FILES FORMATS

In order to produce the desired lettering, seals and/or emblems, the customer shall provide graphics files of the lettering, seals and/or emblems in the following file formats:

City of Norwalk Fire Department
Norwalk Connecticut
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- Vector images (Ai or EPS file types)
- Full Color (CMYK) version or
- Full color Pantone version, if exact color matching is required

The customer shall also provide the name and size of font for any graphics text, if specific font is desired.

Y__N__

Y__N__

MANUFACTURER'S LIMITED WARRANTY

A Manufacturer limited two (2) year warranty for parts and labor shall be provided.

Y__N__

CAB FIFTEEN YEAR STRUCTURAL LIMITED WARRANTY

A Manufacturer cab limited fifteen (15) year structural warranty shall be provided.

Y__N__

STAINLESS STEEL BODY FIFTEEN YEAR STRUCTURAL LIMITED WARRANTY

A Manufacturer limited stainless steel body fifteen (15) year structural warranty shall be provided.

Y__N__

AERIAL DEVICE TWENTY YEAR STRUCTURAL LIMITED WARRANTY

A Manufacturer limited aerial twenty (20) year structural warranty shall be provided.

Y__N__

CHASSIS FRAME RAIL & CROSS MEMBER STRUCTURAL LIMITED LIFETIME WARRANTY

A Manufacturer limited lifetime frame rail and cross members structural warranty shall be provided.

Y__N__

PAINT/CORROSION LIMITED WARRANTY

A Manufacturer limited pro-rated paint six (6) year warranty shall be provided.

Y__N__

WEIGHT ANALYSIS - LOOSE EQUIPMENT

It shall be the responsibility of the purchaser to specify the details of the apparatus; its required performance, including where operations at elevations above 2000 ft (610m) or on grades greater than 6 percent are required; the maximum number of fire fighters to ride within the apparatus; specific added continuous electrical loads which exceed the minimum of this standard; and any hose, ground ladders, or equipment to be carried by the apparatus that exceed the minimum requirements of this standard.

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Y__N__

ELECTRONIC OPERATOR'S & PARTS MANUAL

A binder shall be supplied that has electronic copies and paper documents as listed below.

The binder shall contain 2 duplicate electronic copies. Each electronic copy shall have:

- Operations & maintenance instructions for items on the vehicle, except all purchased components
- Material Safety Data Sheets.
- Electrical diagrams including charts illustrating the individual wire color, number code, and function.
- Parts manuals.
- Parts drawings and an overall vehicle layout.
- Certificates
- Warranties

Printed documents shall include:

- Operations & maintenance instructions for items on the vehicle, not including the vendor literature.
- Operations & maintenance instructions for engine.
- Certificates of independent test results.
- Warranty documents.
- Manufacturer's record of construction details and engine power curve.
- Vehicle final alignment report.
- Vendor literature provided by the manufacturer that arrives with the purchased component.

One (1) to two (2) manual electronic copies for the water pump shall be included, if there is a pump on the unit, and as provided by the pump manufacturer. Additional electronic copies and paper documents, as provided by other equipment suppliers, shall also be included.

Y__N__

MOUNTING OF LOOSE EQUIPMENT

Mounting of loose equipment supplied by the fire department shall be included.

Y__N__

COMMUNICATION EQUIPMENT - INSTALLATION

The fire department supplied radios shall be installed:

Y__N__

HAAS COLLISION ALERT

HAAS Collision Alerting System with 5 Year Subscription shall be installed and supplied.

City of Norwalk Fire Department
Norwalk Connecticut
Custom TDA / Stainless Steel Cab & Body

Y__N__

LETTERING & STRIPING

The sign gold leaf lettering and reflective striping shall be included:

GOLD LEAF LETTERING

The sign gold lettering shall match the current fire department apparatus as best as possible.

REFLECTIVE STRIPING

A 6" reflective stripe shall be provided around the perimeter of the vehicle. At least 50 percent of the cab and body sides, at least 50 percent of the rear body width and at least 25 percent of the width of the cab front shall have reflective material affixed to it per NFPA standards.

1" REFLECTIVE STRIPING

A one inch border shall be provided just above and below the large reflective apparatus striping.

Y__N__

FRONT GRILL BACK-LIGHTING

The front grill shall have back light with **red** lighting.

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.org/documentcenter/view/868>

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project #	Addendum #	# of Pages	Original Issue Date
4021	1	1	April 30, 2020

Addendum Issued Date	May 6, 2020	
Project Number	4021	
Addenda Number	1	
Deadline	2:00 PM	May 20, 2020 June 3, 2020
Project Title	Norwalk Fire Department – Ladder Truck	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

NEW INFORMATION:

- The Bid submission deadline is being extended to June 3, 2020 2:00 PM.

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project #	Addendum #	# of Pages	Original Issue Date
4021	3	4	April 30, 2020

Addendum Issued Date	May 13, 2020	
Project Number	4021	
Addenda Number	3	
Deadline	2:00 PM	June 3, 2020
Project Title	Norwalk Fire Department - Ladder Truck	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

RESPONSES TO SUBMITTED QUESTIONS		
1	Question:	Pg. 6 of 128 / Pg. 36 – TURNING RADIUS DRAWING: The City of Norwalk specification states a turning radius drawing has been provided. Is this information provided by the City on a separate attachment?
	Response:	Turning Radius Drawing to be provided by the bidder of the vehicle being submitted.
2	Question:	Pg. 8 of 128 / Pg.37 – GENERAL DESIGN REQUIREMENTS: The City of Norwalk specification requires the cab and body to be constructed of stainless steel material. Spartans top of the line Gladiator chassis design is of aluminum material. The TDA compartment material is formed aluminum material as well. Will aluminum tractor cab, tiller cab and body compartment material be acceptable to the City of Norwalk?

RESPONSES TO SUBMITTED QUESTIONS		
	Response:	An exception must be made if not bidding to the stainless steel material
3	Question:	Pg.9 of 128 / Pg. 38 – IN SERVICE WEIGHT CALCULATION: Spartan will design the TDA for a customer supplied equipment load of 2,500lb per NFPA 1901 – 2016 edition Chapter 12.1.2 and Annex A.8.9.3. Please advise if City of Norwalk Fire Department intends to carry more than 2,500lb of equipment as well as anticipated compartment locations to be carried on apparatus if exceeding 2,500 lb. equipment load.
	Response:	In service weight can be calculated based on NFPA weights
4	Question:	Pg. 9 of 128 / Pg. 39 - APPARATUS OVERALL HEIGHT - **CRITICAL MEASUREMENT**: The City of Norwalk specifies overall height shall not exceed 131" (10'-11"). Additionally, Pg. 88 of 128 / Pg. 18 specifies overall height at the tiller cab shall be 128.5" (10' – 8 ½") Spartan's lowest available travel height at tiller cab is 138" (11' - 6") Is a travel height of 138" (11' -6") acceptable to the City of Norwalk?
	Response:	Overall height critical measurement will be a large factor in the decision making of bidders. Exceptions must be submitted if outside the bid specification.
5	Question:	Pg. 9 of 128 / Pg. 39 - APPARATUS OVERALL LENGTH - **CRITICAL MEASUREMENT**: The City of Norwalk specifies the apparatus overall length shall not exceed 672" (56'). Based on cab length and bumper extension, our overall length will exceed 672" however estimated overall length should be under 696". Would this be acceptable to the City of Norwalk Fire Department?
	Response:	#4 also applies for vehicle OAL
6	Question:	Pg. 11 of 128 / 41 – The City of Norwalk references fire pump test and certification in this section. Another section of the specification references a water tank. The apparatus Spartan is proposing does not include a fire pump or water tank. Please clarify if the City of Norwalk Fire Department requires a fire pump and tank for this apparatus?
	Response:	The truck will not have a pump or tank.
7	Question:	Pg. 25 of 128 / Pg. 55 – The City of Norwalk specifies a Telma Focal mounted driveline retarder. The specified wheelbase and recommended driveline angles for the Telma installation do not allow for a good application of this combination. Would an engine brake or Allison transmission retarder be an acceptable alternative to the Telma Focal mounted driveline retarder?
	Response:	An engine brake can be submitted in place of a Telma just as any other difference from bid spec please specify in the exceptions.
8	Questions:	Pg. 29 of 128 / Pg. 59 – The City of Norwalk specifies a Dana brand tiller trailer axle. Would a Meritor brand axle be acceptable to the City of Norwalk Fire Department?

RESPONSES TO SUBMITTED QUESTIONS		
	Response:	A Meritor Axle is acceptable. As any other difference from bid spec please specify in the exceptions.
9	Question:	Pg.'s. 30-32 of 128 / Pg's. 60-62 – The City of Norwalk specifies the cab, subframe and components be constructed of stainless steel material (No Exception). The Spartan Gladiator cab is manufactured from aluminum. Is aluminum material acceptable to the City of Norwalk Fire Department?
	Response:	An exception must be made if not bidding to the stainless steel material
10	Question:	Pg's. 60-61 of 128 / Pg. 90-91 – The City of Norwalk specifies an INTELEX™ Plus onboard load manager and electrical diagnostics systems. These are proprietary systems not available to Spartan. Please state if alternate systems (i.e. Class One, Weldon, etc.) are acceptable to the City of Norwalk Fire Department. Also, please clarify that a multiplex electrical system is desired for the cab and body wiring.
	Response:	Class One or Weldon is acceptable for bidding. An exception must be made if not bidding to the stainless steel material. Multiplex would be preferred.
11	Question:	Pg's 80 – 86 of 128 / Pg's 110-116 – The City of Norwalk specifies trailer compartments and compartment doors to be constructed of stainless steel material. Spartan utilizes aluminum material in our body construction. Would aluminum material for body compartments and doors be acceptable to the City of Norwalk Fire Department?
	Response:	An exception must be made if not bidding to the stainless steel material
12	Question:	Pg. 88 of 128 / Pg. 118 – The City of Norwalk specifies a stainless-steel tiller cab with height of 128.5". Spartans tiller cab is manufactured of aluminum material and is compliant with NFPA 1901 (2016 edition). Spartan's lowest available travel height at tiller cab is 138" (11' - 6") Is aluminum material and a travel height of 138" (11' - 6") acceptable to the City of Norwalk?
	Response:	Please refer back to #2 & #4
13	Question:	Pg. 98 of 128 / Pg. 128 – The City of Norwalk specifies the outrigger vertical jack cylinders require mechanical locking pins. Spartan's outrigger design utilizes holding valves that do not require mechanical locking pins. Would this be acceptable to the City of Norwalk Fire Department?
	Response:	Holding Valves will be accepted in place of locking pins
14	Question:	Pg. 108 of 128 / Pg. 138 – The City of Norwalk specifies monitor tip controls at the pinnable waterway to control the monitor. The aerial device Spartan is proposing does not include a pre-piped waterway on the aerial ladder, therefore these switches are not required and there is no pinnable waterway. Please clarify if this meets the City of Norwalk Fire Department intent for no aerial pre-piped waterway.

RESPONSES TO SUBMITTED QUESTIONS		
	Response:	A non pre piped waterway is preferred. The switches are proposed for a temporary mounted water appliance.
15	Question:	Clarifications of Specifications assume no pump,no pre piped waterway pg. 11 refers to fire pump test?,,pg. 58 section not stowed indicator, DeckGun Raised?,,,pg. 63 outlet box usb charger port and recepticle are not included in cost,? pg 81, mentions Ladder Pipe hose storage compartment ?,,,pg. 108 mentions monitorpedestal control,monitor tip control, a toggle switch at the pinnable waterway bracket to control monitor?
	Response:	Pg 11- no pump no pump testing. Pg 58- vehicle does not have a deck gun. Has a pinable / removable ladder tip water appliance. Pg 63- usb charger port should be included in cost. Pg 81- Hose storage compartment located on rear of cab for removable water appliance. Pg 108- monitor controls at pedestal and ladder tip to control electronic water appliance.

PURCHASINGDEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project#	Addendum#	# of Pages	Original Issue Date
4021	2	1	April 30, 2020

Addendum Issued Date	May 13, 2020	
Project Number	4021	
Addenda Number	2	
Deadline	2:00 PM	June 3, 2020
Project Title	Norwalk Fire Department - Ladder Truck	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

RESPONSES TO SUBMITTED QUESTIONS		
1	Question:	Will a standard two year limited warranty document provided by the vendor be sufficient in lieu of the Maintenance Bond?
	Response:	A 2YR limited warranty for the Fire Truck cannot be used in lieu of a maintenance bond. For the successful bidder only, a maintenance bond will need to be purchased by the contractor/vendor from a Surety agency.
2	Question:	I have also noticed that you requested a performance bond. Would this still be required under the COD payment contract?
	Response:	For Successful bidders only, this would be Yes.

Memo

To: Health, Welfare and Public Safety Committee

From: Deputy Chief Susan Zecca

Date: June 18, 2020

Re: Radio system console upgrade

Motorola Centracom Gold Elite dispatch consoles are currently used to dispatch both Police and Fire. These consoles do not provide seamless interoperability between other Local, State and Federal public safety agencies and have essentially obsolete. The radio consoles are no longer supported by Motorola and parts are no longer readily available.

The purchase of the new 8-position MCC 7500E IP based dispatch console subsystem provides seamless interoperability between other local, state, and federal public safety agencies. This system is also provides state-of-the-art secure communications, seamless IP based connectivity, flexible system architecture with scalable components, and centralized console management. The new radio console system will also be able to interface seamlessly with the ASTRO 25 State Core radio system that we will be upgrading to in the near future. This union between new radio infrastructure and console equipment has significant operational benefits.

Funding for the project was previously approved in the capitol budget. I am requesting the following authorization:

1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Motorola Solutions, Inc. for the supply, installation, and service of radio system dispatch console equipment for the Police and Fire radio system, pricing as per State of Connecticut Master Contract #A-99-001 and # 967-A-23-0338C, for an amount not to exceed \$895,184; from Account # 09203620 5777 C0638 and remainder from Account #01013071 5262.

1b. Authorize Chief Thomas Kulhawik to execute change order(s) to the above agreement for the amount not to exceed \$32,743. Account #09203620 5777 C0638 and 01013071 5262.



MOTOROLA SOLUTIONS

NORWALK POLICE DEPARTMENT

NORWALK PD CONSOLE PROJECT

JUNE 4, 2020

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Fax: +1 201.949.5799

June 4, 2020

Deputy Chief Susan Zecca
Norwalk Police Department
1 Monroe Street
Norwalk, CT 06854

RE: Norwalk PD Console Project

Dear Deputy Chief Zecca:

Motorola Solutions, Inc., by and through its Government and Public Safety business (“Motorola”), is pleased to have the opportunity to provide Norwalk with this proposal for mission critical communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

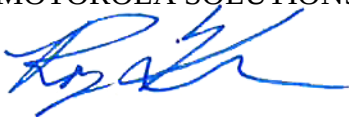
The proposed system will consist of adding a MCC 7500E series dispatch console subsystem to the State of Connecticut ASTRO P25 Core. The Motorola MCC 7500E Dispatch Console is Motorola’s mission critical IP based radio dispatch console system. The MCC 7500E dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform. MCC 7500E’s highly recognizable icons are designed to reduce user training time, and allow dispatchers to manage information more productively.

All equipment and services being offered in our proposal are consistent with the State of Connecticut’s Master Contract #A-99-001 for Two-Way Radio Equipment, Contract #967-A-23-0338C. Our proposal will remain valid for a period of ninety days from the date of this letter.

If you have any questions, please contact Bob Prince, Motorola Senior Account Manager, at (203) 799-1450 or Andrew Langlais, Motorola Manufacturers Representative, at (203) 568-6963.

Our goal is to provide you with the best products and services available in the communications industry. Motorola Solutions appreciates your interest in our company, products, and services.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Roy Kirchner
MSSSI Vice President

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SECTION 1

SYSTEM DESCRIPTION

1.1 INTRODUCTION

The Norwalk Police Department (hereinafter NPD) has requested a proposal to replace the existing dispatch console system with a Project 25, standards-based Internet Protocol (IP) dispatch console that will interface directly with the existing State of Connecticut Department of Emergency Services and Public Protection (hereinafter DESPP) Connecticut Land Mobile Radio (hereinafter CLMRN) ASTRO 25 Core to provide mission critical voice communications with NPD public safety users and enhance interoperability between other Local, State and Federal public safety agencies.

1.2 OVERVIEW – CURRENT SYSTEM

The Norwalk Police Department is currently the primary dispatch center for Norwalk Police, Norwalk Fire and Norwalk Hospital EMS.

The NPD radio system currently consists of three (3) 800MHz conventional channels; Norwalk fire utilizes a single channel VHF voted repeater system and Norwalk Hospital EMS utilizes a single channel analog VHF repeater system. A Zetron wireline Fire Station Alerting (FSA) system is in use and is also interfaced to the dispatch console.

The current dispatch console system is a Motorola Centracom Gold Elite dispatch console that is used to dispatch both Police and Fire. The 8-position dispatch console has reached End-of-Life and does not provide seamless interoperability between other Local, State and Federal public safety agencies.

1.3 PROPOSED SOLUTION

Motorola Solutions, Inc. (hereinafter Motorola Solutions) has worked closely with both Norwalk Police Department and the State to design an eight (8) position MCC 7500E IP-based dispatch console subsystem to be added to the CLMRN ASTRO 25 Core.

The dispatch console subsystem will be installed in the NPD dispatch center, utilizing the existing dispatch furniture and in existing racks located in the adjacent equipment room.

The existing NPD UPS will be used to provide backup power for the dispatch console equipment. The existing CT Public Safety Services Data Network (CPSSDN) will be used for network backhaul to connect the dispatch console subsystem to the CLMRN ASTRO 25 Core.



This console subsystem will be connected to the core with a single backhaul link. We have included a Conventional Site Controller to allow local backup of the conventional channels.

1.4 FEATURES / FUNCTIONALITY

The following sections describe the features and functionality of the components that comprise the console subsystem.

1.4.1 Dispatch Console Subsystem

Motorola Solution's dispatch solution is the MCC 7500E Dispatch Console, providing state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides sophisticated network management and easy migration to future capabilities.

The dispatch console will interface seamlessly with the ASTRO® 25 Core and provides a small form factor, familiar GUI, and advanced features.



Figure 1-1: MCC 7500E Dispatch Position

1.4.1.1 Integration with the ASTRO 25 Network

The dispatch console seamlessly integrates into the ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated,

mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits.

The physical space to accommodate the dispatch console is comparable to that required for a personal computer. The dispatch console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.4.1.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the dispatch console based on specific needs.

Single Site Link

A single site gateway will provide an interface that handles the IP traffic between the dispatch console site and the ASTRO 25 core site.

Dual Site Link

Redundant site gateways provide path diversity. The dispatch console site has two logical connections to the core site with each connection using a different core router.

1.4.1.3 Conventional Base Station Interfaces

The dispatch consoles access and control analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm.

1.4.1.4 Making Consoles Easy to Operate

Motorola Solutions designs its dispatch console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the dispatch console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.4.1.4.1 Customizable Dispatch Interface

The dispatch console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user.

The Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the dispatch console GUI easy to learn and operate.

1.4.1.4.2 Auxiliary Inputs/Outputs

The dispatch console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.4.1.4.3 Standard Radio Transmission and Reception

A typical dispatch console position has a headset and a minimum of two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a dispatch console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The dispatch console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The dispatch console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.



Controlling Console Audio

The dispatch console offers dispatchers several different ways of controlling or muting the audio on their dispatch consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

1.4.1.4.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the dispatch console facilitates immediate prioritization and resolution of emergency communications between dispatch and first responders in the field.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/Knockdown).

1.4.1.4.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

1.4.1.4.6 Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi- Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

1.4.1.5 Secure Encrypted Communications

The dispatch console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.4.1.5.1 Secure Communications at the Console

The dispatch console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular resource.

1.4.1.5.2 Over-the-Ethernet Keying (OTEK)

Key management through OTEK provides the ability to manage the encryption keys for a dispatch position using a Key Management Facility (KMF). In OTEK, the management and distribution aspects of key management are all performed by the KMF. Distribution of the key management information is done across the radio system's IP network from the KMF to each dispatch console.

1.4.1.6 Incorporating Console Configuration and Management

The dispatch console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.4.1.7 Dispatch Console Subsystem Component Descriptions

An MCC 7500E Dispatch Console subsystem consists of the following elements:



- Network Equipment
- MCC 7500 Dispatch Console Operator Position
- Conventional Site Controller (CSC)
- Enhanced Conventional Channel Gateway
- Auxiliary Input/Outputs

The dispatch console components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The dispatch console functions as an integrated component of the total radio system.

The dispatch console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. This section describes the various components that make up the MCC 7500E Dispatch Console subsystem.

1.4.1.7.1 Networking Equipment

The dispatch site router provides an interface that handles all of the IP Network Management traffic between the MCC 7500E Dispatch Console subsystem and the ASTRO 25 core site.

The dispatch site LAN switches provide LAN interfaces for dispatch site equipment and a LAN port for the dispatch site router.

1.4.1.7.2 MCC 7500E Dispatch Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch.

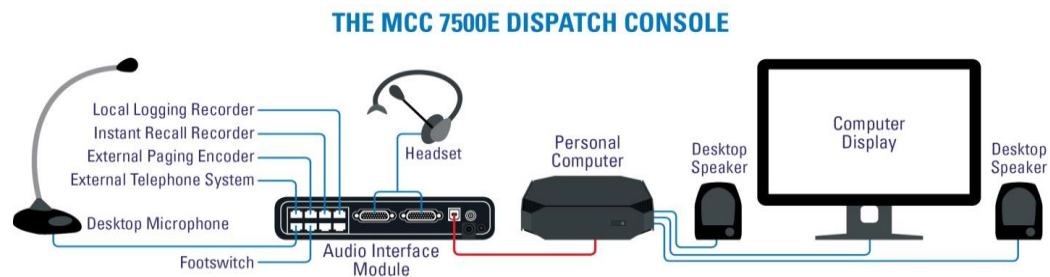


Figure 1-2: MCC 7500E Dispatch Position

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position can include a color LED Computer Display with or without touch screen.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop USB Speakers

Up to 8 speakers can be included with each dispatch console position. Each speaker is a self-contained unit, with individual volume controls.

Headset Jack

The dispatch position supports up to two (2) headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio (if interfaced).

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base.

Footswitch

Each dispatch console position can include a dual-pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a compatible telephone system.

Note: Combined radio/telephone operations requires a NENA compliant telephone instrument. Interface to a non-NENA compliant instrument is not supported.

Redundant Ethernet Connection

A redundant Ethernet connection increases MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required.



1.4.1.7.3 Conventional Site Controller (CSC)

In the event connectivity to the ASTRO 25 master site is lost, the dispatch console site will lose communications with the remainder of the ASTRO 25 system. In such situations, the GCP 8000 Conventional Site Controller (CSC) maintains local dispatch console operations. It allows dispatchers to maintain communications with any conventional resource interfaced through a local CCGW, as well as any local Aux I/O's installed at the site. This mode of operation is often called "fallback operation" or "site conventional operation."

Activation of the CSC is automatic upon failure of the dispatch console site link, and no operator action is necessary. The dispatch console site components will recognize when communications with the Master Site has been lost and revert to the CSC. When a dispatch console operator position is in fallback operation, it will provide a visual indication on the dispatch GUI on every non-local conventional channel and every trunked resource, indicating the channel or resource is not available for use. The local resources are shown as being fully available for use.

While in fallback operation, the dispatch console operator positions and GGM 8000's continuously check to see if connectivity to the master site has been restored. When connectivity to the master site has been restored, the dispatch console operator positions and CCGWs will automatically switch out of fallback operation and into normal operation. Calls on all conventional channels (local and in other sites) and all trunked resources will be re-established after the switchover finishes.

1.4.1.7.4 Enhanced Conventional Channel Gateway

Enhanced Conventional Channel Gateways (Enhanced CCGWs) are used to interface analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. Enhanced CCGWs provide 4-wire analog interfaces for analog channels and V.24 and IP digital interfaces for ASTRO 25 conventional channels.

The enhanced CCGW can support combinations of analog, ACIM Link, digital and mixed mode channels simultaneously. Low density and high density versions of the enhanced CCGW are available.

The low density version contains four analog ports and four V.24 ports plus an Ethernet port. Up to 4 analog conventional channels and 4 digital conventional channels can be connected to the analog and V.24 ports. The eight channels can be mixtures of analog, ACIM Link, digital or mixed mode. In addition to the eight channels connected to ports, up to 16 IP based channels can be supported.

The high density version contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to 8 analog conventional channels and 8 digital conventional channels can be connected to the analog and V.24 ports. The 16 channels can be mixtures of analog, ACIM Link, digital or mixed mode. In addition to the 16 channels connected to ports, up to 16 IP based channels can be supported.

1.4.1.7.5 Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables dispatch console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch console operator positions anywhere in the network may monitor

and control the same relay output and/or external inputs. Changes are indicated across all dispatch console operator positions simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs and relay outputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch console operator positions and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console operators.

Supported Aux I/O Configurations

The following Aux I/O configurations are supported:

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

1.5 PROPOSED EQUIPMENT

The following sections describe the equipment configuration that will be provided/upgraded as part of this proposal.

1.5.1 Dispatch Console Subsystem

An eight (8) operator position MCC 7500E IP-based dispatch console subsystem will be provided to replace the current Centracom Gold Elite dispatch console system at the Norwalk Police Department. The MCC 7500E IP-based dispatch console subsystem will be added to the existing CLMRN ASTRO 25 Core to provide the

Norwalk Police Department dispatch operators mission critical voice communications.

1.5.1.1 The Norwalk Police Department Equipment Room

The following is a brief description of the equipment that will be provided and located in the Norwalk Police Department (PD) equipment room.

Network Equipment

- Two (2) Aruba 2930F 24-port dispatch site LAN switches will be provided and installed in an existing equipment rack.
- Two (2) GGM 8000 dispatch site gateways will be provided and installed in an existing equipment rack.

The GGM 8000 dispatch site gateways will be connected to the dispatch site LAN switches and the existing CT Public Safety Services Data Network (CPSSDN), providing the Ethernet interface between the PD dispatch site and the CLMRN Core Sites.

The following outlines the network requirements for the customer provided IP backhaul between the PD dispatch site and Master Sites for the dispatch site links:

- The site link must be an Ethernet (IP) site link.
- A 10/100/1000 Base-T Ethernet physical interface to the dispatch site gateway is required.
- The throughput required is approximately 4 Mbps Full Duplex.
- The latency should not exceed 20 milliseconds.
- The backhaul is required to meet a minimum of 99.999% link availability.
- The jitter introduced by the backhaul network should be less than 10 milliseconds.
- The backhaul network packet loss should not exceed 0.01%.
- The backhaul network must support QoS via Layer 2(802.1p Priority) or Layer 3(DSCP or ToS) with a minimum of two service levels up to a recommended four service levels.

Conventional Site Controller (CSC)

A GCP 8000 Conventional Site Controller (CSC) will be provided and installed in the equipment rack with the dispatch site LAN switches.

Auxiliary Input/Output

An SDM3000 Aux I/O RTU will be provided and installed in the equipment rack with the dispatch site LAN switches.

Two (2) SDM3000 Aux I/O Expansion RTUs will also be provided and installed in the equipment rack with the dispatch site LAN switches.

The SDM3000 Aux I/O RTU and the SDM3000 Aux I/O Expansion RTU will be connected to punch blocks mounted on the existing punch block frame in the equipment room and will be connected to existing customer provided auxiliary relays.

The proposed configuration provides:

- 38 Outputs
- 144 Inputs

Enhanced Conventional Channel Gateway (ECCGW)

Three (3) GGM 8000 (8 port) Enhanced High Density CCGWs will be provided and installed in the equipment rack with the dispatch site LAN switches. The GGM 8000 CCGWs will be connected to the dispatch site LAN switches. A fourth GGM8000 8 port CCGW is being included for future expansion but will not be activated at time of install.

Instant Recall Recorder (IRR)

Instant recall recorder functionality has not been included.

Dispatch Logging Recorder

The analog recorder output of the ECCGW will be interfaced to the customer's existing logging recorder demark to provide audio from locally interfaced analog resources only.

Note: No provisions have been included to provide IP logging of P25 radio resources.

System Spares

On site system spares have been included and are detailed in the equipment list section of this proposal.

1.5.1.2 The Norwalk Police Department Dispatch Center

The following is a brief description of the equipment that will be provided and located in the Norwalk Police Department (PD) dispatch center.

MCC 7500E Dispatch Console

Eight (8) dispatch operator positions and will be installed in/on the existing dispatch furniture.

The dispatch operator position workstations will include Windows® operating system, standard keyboard, mouse, and redundant ethernet adapter.

The following will be provided with each operator position:

- 45 Radio resource licenses
- Advanced conventional operation
- Trunking Operation
- AES Encryption with OTEK
- One (1) 22-inch LCD non-touchscreen display
- One (1) Audio Interface Module (AIM)
- Two (2) 7-port USB Hubs
- Four (4) USB desktop speakers
- One (1) MCC series desktop gooseneck microphone
- One (1) MCC series dual pedal footswitch



- Two (2) MCC series headset jacks

Each workstation will be connected to the dispatch site LAN switches in the equipment room.

1.5.1.3 The CLMRN Core Site(s)

The following Licensing has been included to support the console site add-on

- Two (2) five-position console license packs

1.5.2 Control Stations

Three (3) APX consolettes will be provided and installed in an existing equipment rack and connected to existing antennas. One each 7/800MHz, UHF and VHF.

The VHF and UHF APX consolettes include:

- ASTRO Digital CAI
- AES
- Conventional Operation

The 7/800 APX consolette include:

- ASTRO Digital CAI
- AES with OTAR
- P25 Trunking
- Smartzone
- TDMA
- ASK – Hardware Key
- OTAP (for future use)
- Group Services (for future use)

Console Failure - Backup Operation:

Two (2) MCD5000 remote controllers with desk mics have been provided and will be interfaced to the 7/800 and VHF control stations utilizing tone remote control. The MCD5000 units along with the control stations will provide backup of the primary police and fire channels in the event of a catastrophic dispatch console failure.

The Norwalk Hospital EMS system does not have a current backup; therefore, we have not included a backup control station for this system.

1.5.3 Other System Information

- Subscribers to operate on the CLMRN are not being provided as part of this proposal.
 - Norwalk Police and Fire departments will continue to utilize their existing conventional radio systems.

SECTION 2

SYSTEM DIAGRAM

The system diagram for the Norwalk Police Department Console site appears on the next page.



SECTION 3

STATEMENT OF WORK

3.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the Norwalk Police Department. The tasks described herein will be performed by Motorola Solutions, its subcontractors, DESPP, and The Norwalk Police Department to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions, DESPP, and the Norwalk Police Department during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions, DESPP, and The Norwalk Police Department.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

Motorola Solutions will install and configure the proposed equipment. Table 3 describes the tasks involved with installation and configuration.

Table 3-1: Installation/Configuration Tasks

Tasks	Motorola Solutions	Norwalk PD	DESPP
Project Initiation			
Contract Finalization and Team Creation			
Execute contract and distribute contract documents.	X	X	
Assign a Project Manager as a single point of contact.	X	X	X
Assign resources.	X	X	X
Schedule project kickoff meeting.	X	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.			
Project Kickoff			
Introduce team, review roles, and decision authority.	X	X	X
Present project scope and objectives.	X		
Review SOW responsibilities and project schedule.	X	X	X
Schedule Design Review.	X	X	X
Deliverable: Completed project kickoff and scheduled Design Review.			
Design Review			



Tasks	Motorola Solutions	Norwalk PD	DESPP
Present the system design and operational requirements for the solution.	X		
Present installation plan.	X		
Present preliminary cutover plan and methods to document final cutover process (as required).	X		
Present configuration and details of site(s) required by system design.	X		
Validate that Customer site(s) can accommodate proposed equipment.	X	X	
Review safety, security, and site access procedures.	X		
Present equipment layout plans and system design drawings.	X		
Provide heat load and power requirements for new equipment.	X		
Provide information on existing system interfaces.		X	X
Review and update design documents, including System Description, Statement of Work, and Acceptance Test Plan, based on Design Review agreements.	X		
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	X	
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.			
Equipment Order and Manufacturing			
Create equipment order and reconcile to contract.	X		
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X		
Procure non-Motorola Solutions equipment necessary for the system.	X		
Deliverable: Equipment procured and ready for shipment.			
System Staging			
Ship equipment needed for staging to NorcomCT	X		
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X	X
Set up and rack the solution equipment as it will be configured in the field.	X		
Complete the cabling/connecting of the subsystems (“connectorization” of the subsystems).	X		
Power up, load application parameters, program, and test all staged equipment (Functional Acceptance Test Performed [FATP])	X		



Tasks	Motorola Solutions	Norwalk PD	DESPP
Inventory the equipment with serial numbers and installation references.	X		
Perform factory functional acceptance tests of system features	X		
Conduct site and system level testing.	X		
Perform 24-hour, system burn-in, during staging to isolate and capture any defects.	X		
Deliverable: System staged and ready for shipment.			
Equipment Shipment and Storage			
Provide secure location for solution equipment (up to 3 months).	X		
Inventory solution equipment.	X		
Deliverable: Solution equipment received and ready for installation			
General Installation			
Deliver solution equipment to installation location.	X		
Coordinate receipt of and inventory solution equipment with designated contact.	X		
Install all proposed fixed equipment as outlined in the System Description, connecting equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X		
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X	X
Install and terminate all network cables between site routers and network demarcation points	X		
Connect installed equipment to the provided ground system.	X		
Label equipment, racks, and cables.	X		
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X		
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X		
Decommission and remove existing console equipment in dispatch center and back room.	X		
Remove, transport, and dispose of decommissioned equipment.		X	
Detailed Installation			



Tasks	Motorola Solutions	Norwalk PD	DESPP
Install console equipment in dispatch equipment room in existing racks	X		
Install control stations and interface to customer provided antenna systems	X		
Connect console router equipment to the CPSSDN Network	X		
Install operator positions on existing furniture utilizing existing network cabling -One console will be installed for training before cutover Dual console LAN links	X		
Interface MCC7500E to NG911 phone	X		
Interface CCGWs to existing resources	X		
Utilize CCGW logging port to feed existing customer provided analog recorder demark	X		
Interface SDM to existing console I/O points	X		
Install expansion licenses in the core	X		
Configure the console site and parameters in the core	X		
Provide UPS protected power at dispatch consoles and equipment room as required (existed during site walk)		X	
Provide R56 complaint ground points (existed during site walks)		X	
Provide antenna systems for new control stations (existing during site walks)		X	
Test operation of training console		X	
Interface logging audio from demark to recorder, configure recorder, and test operation		X	
Provide IP backhaul links as required		X	
Deliverable: Installation of Equipment Completed			
Deliverable: Equipment installed			
Console Installation and Configuration			
Configure console link to CLMRN core(s) and activate.	X		
Perform configuration on Firewall at CLMRN equipment.			X
Provide the necessary access and permission to connect to the server at CLMRN core.		X	
Training			
Deliver (1) up to a 4-hour session of dispatch admin training, to up to three individuals, adjacent to the FATP while the system is in staging	X		
Deliver (1) up to a 4-hour session of dispatch user "train the trainer" training, to up to four individuals	X		



Tasks	Motorola Solutions	Norwalk PD	DESPP
Attend "train the trainer" training		X	
Deliver required training to end users		X	
Deliverable: Console equipment installation completed			
SYSTEM OPTIMIZATION AND TESTING			
R56 Site Audit			
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X		
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X		
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.			
Optimization			
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X		
Verify that all audio and data levels are at optimized settings.	X		
Verify communication interfaces between devices for proper operation.	X		
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X		
Deliverable: Completion of System Optimization			
Project Transition			
Cutover			
Finalize Cutover Plan.	X	X	X
Input user radio information into the system database and activate, as required.			X
Notify the personnel affected by the cutover of the date and time planned for cutover.		X	X
Provide ongoing communication with users regarding the project and schedule.	X	X	X
Deliverable: Migration to new system completed.			
Transition to Warranty			
Review the items necessary for transitioning the project to warranty support and service.	X		
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X		



Tasks	Motorola Solutions	Norwalk PD	DESPP
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X		
Participate in the Transition Service/Project Transition Certificate (PTC) process.	X	X	X
Deliverable: Service information delivered and approved by Customer			
Finalize Documentation and System Acceptance			
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X		
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:	X		
Site Block Diagrams.	X		
Site Equipment Rack Configurations.	X		
ATP Test Checklists.	X		
Equipment Inventory List.	X		
Drawings will be delivered in Adobe PDF format	X		
Receive and approve documentation		X	X
Execute Final Project Acceptance.	X	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.			
Deliverable: Installation			
Execute Final Project Acceptance.		X	



3.2 CIVIL WORK - SITE DEVELOPMENT

3.2.1 Motorola Responsibilities

There is no Civil Work included in this proposal

3.2.2 Customer Responsibilities

- Provide UPS protected power as required
- Provide R56 Compliant ground point
- Provide environmental conditioning of installation locations

3.3 ASSUMPTIONS AND OTHER NOTES

- Assumes customer provides protected, UPS power as required.
- Assumes R56 compliant ground terminated in a ground buss bar with multiple attachment points will be provided by the customer within 6' of the equipment installation location, transmission line entry (outside) and antenna mounting location.
- Does not include the cost of permits or permit fees, planning and zoning, inspection assistance or any monies associated with the aforementioned, if required.
- Does not include prevailing wage.
- Assumes work is performed during normal business hours.
- Assumes reuse of existing customer provided network cabling.
- Operator positions will be installed on existing customer provided furniture.
- Radio telephone functionality will be integrated into the provided NG911 equipment via the NENA interface.



SECTION 4

WARRANTY AND MAINTENANCE PLAN

Motorola Solutions has over 90 years of experience supporting mission critical communications for public safety and public service agencies. Motorola Solutions' technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 THE MOTOROLA SOLUTIONS SERVICE DELIVERY TEAM

4.1.1 Account Services Manager

Your Motorola Solutions Account Services Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Account Services Manager (ASM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola Solutions meets its response and restoration cycle time commitments. The ASM will supervise and manage the Motorola Solutions Authorized Servicer's functions.

4.1.2 Motorola Solutions System Technologists

The Motorola Solutions System Technologists (ST) are available to assist Motorola Solutions' Authorized Servicers when needed for network health and operations.

4.1.3 Motorola Solutions System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring
- Dispatch Service
- Infrastructure Repair with Advanced Replacement
- Technical Support



4.1.4 Motorola Solutions Local Service Provider

Motorola Solutions' authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola Solutions' authorized service centers are assessed annually for technical and administrative competency.

Motorola Solutions places great emphasis on ensuring that communications systems meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola Solutions offers customized warranty and post-warranty services as outlined in this section.

4.2 WARRANTY SERVICES

The Motorola Warranty and Maintenance Program provides comprehensive maintenance and support services during the warranty and post warranty of the Project. The system warranty will commence upon acceptance or beneficial use, whichever occurs first, not to exceed 18 months from date of shipment.

Please note that the warranty services are for the equipment proposed and do not include any existing equipment. Response and repair excludes third party equipment not shipped by Motorola Solutions.

Please note that civil and site system components such as, but not limited to, Generators, Shelters, and Antenna Systems are only covered by their manufacturer's warranty. Any services provided by Motorola Solutions for these items will be considered above contract and will be billed on a Time and Materials basis.

4.2.1 Dispatch Service

Motorola Solutions' Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.2.2 On-Site Infrastructure Response

Motorola Solutions On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network.



4.2.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola Solutions. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

4.2.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola Solutions-manufactured equipment, as well as most equipment from third-party infrastructure vendors that has been supplied by Motorola Solutions as part of the system. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.2.5 Technical Support Service

Motorola Solutions Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

4.2.6 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability, so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola Solutions' Network Monitoring service is a vital component of an intelligent communication support plan that keeps your system operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability
- Remote and timely resolution to minimize downtime
- Cost efficiencies
- Optimize time at site due to assessment and knowledge transfer before dispatch
- Minimize unnecessary trips to site
- Detailed Reports

4.2.7 System Upgrade Agreement II (Required for CLMRN Core Connected Equipment)

The Motorola Solutions System Upgrade Agreement II (SUA II) is a complete package of hardware, software and implementation services required to update the ASTRO 25 system up to one upgrade in a two-year period.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e., expansion of RF sites, dispatch positions, data sub-systems, and network management positions). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation and with minimal reliance on owner resources. Motorola Solutions SUA II ensures your system continues to perform at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For owners committed to upgrading their system on a regular basis, SUA II provides a consistent, budgeted solution that delivers complete coverage.

Table 4-1: Included Features

	SUA II
Minor Release (patch release)	✓
Major Release (system release)	✓
Implementation Services	✓
Major upgrade in a 2-year period ¹	✓
Hardware Refresh ²	✓

¹ As major system releases become available, Motorola Solutions agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

² Hardware refresh includes version updates and/or replacements for Motorola Solutions field replaceable units (FRU) and third-party networking and computing hardware. Note that replacement of Gold Elite consoles and QUANTAR base radios are not included in this refresh.

- Minor releases may include commercial operating system (OS) and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions software service packs that may be available.
- Major releases include commercial OS and application software updates as well as Motorola Solutions system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include all in-house and on-site resources to implement and test the major release update.

4.3 POST WARRANTY SERVICES

As Motorola Solutions' continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit our customers because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support is an optional cost, but required for CLMRN Core connected equipment in order to provide for system wide maintenance of all sites and components.



4.4 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola Solutions understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola Solutions has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola Solutions' goal is to provide the Customer with the qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

Warranty and Post Warranty Service support services to be delivered are outlined in Table 4-2.

Table 4-2: Warranty and Post Warranty Service Overview

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Years 2-6
Dispatch Service	✓	✓
On Site Infrastructure Response	✓	✓
Network Preventative Maintenance	✓	✓
Infrastructure Repair	✓	✓
Technical Support Service	✓	✓
Network Monitoring Service	✓	✓
System Upgrade Agreement (SUA/SUA II)		✓



SECTION 5

PRICING

5.1 PRICING SUMMARY

Solution Component	Value
Equipment & Freight (A-99-001 Pricing)	\$ 402,647.40
Implementation Services	\$ 236,227.00
Total Investment	\$ 638,874.40
System Discount	\$ -
Total Investment with Discount	\$ 638,874.40
CDR Budget	\$ 15,971.86
Proposal Total	\$ 654,846.26
Years 2-6 of Maintenance & Lifecycle Services	\$ 240,337.45
Total Investment with Discount & Post-Warranty Services	\$ 895,183.71

5.2 TERMS AND CONDITIONS

The terms and conditions are based upon the State of Connecticut's DAS Master Contract A-99-001.

5.3 PRICE VALIDITY

The proposed pricing is valid for 90 days.



5.4 MILESTONE PAYMENT SCHEDULE

The total contract value is \$654,846.26 with discount, exclusive of post-warranty services and \$895,183.71 inclusive of post-warranty services. Customer will make payment when due in the form of a check, cashier's check or wire transfer drawn on a U.S. financial institution and in accordance with the following milestone payment schedule.

	Milestone	Milestone Details	Payment (no post warranty)	Payment (with post warranty)
1	Factory Testing, Certification and Delivery to the Customer	Aggregate payments upon completion of Delivery to the customer shall be in an amount equal to 48% of the Contract Price of the System, payable upon delivery of equipment. The aggregate payment upon completion of this Delivery Milestone shall not exceed the amount presented.	\$314,326.20	\$ 429,688.18
2	System Installation	Aggregate payments upon receipt of equipment in an amount equal to 20% of the Contract Price of the System, payable on a site by site basis. The aggregate payment upon completion of this Installation Milestone shall not exceed the amount presented.	\$130,969.25	\$ 179,036.74
3	Acceptance Testing	Aggregate payments upon completion of System Product Testing shall be in an amount equal to 18% of the Contract Price of the System, payable on a site by site basis.	\$117,872.33	\$ 161,133.07
4	Final System Acceptance	Payments of all "hold back" funds upon Final System Acceptance. An amount equal to 14% of the Contract Price of the System. The payment upon completion of the system shall not exceed the amount presented.	\$ 91,678.48	\$ 125,325.72



5.5 SERVICE MAINTENANCE AND LIFECYCLE COST

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Service and Maintenance	Included	\$28,112.40	\$28,955.77	\$29,824.45	\$30,719.18	\$31,640.75
System Upgrade Agreement (SUAll)	N/A	\$18,129.96	\$18,172.71	\$18,215.46	\$18,260.11	\$18,306.66
Total		\$46,242.36	\$47,128.48	\$48,039.91	\$48,979.29	\$49,947.41

The pricing is based upon the continuation of the annual maintenance and lifecycle contract between the Customer and Motorola Solutions and is additive to that contract. Pricing valid for post-warranty (years 2-6) services at the time of order or prior to final system acceptance.



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5.6 DETAILED PRICING

BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
CORE	1	SQM01SUM0273	MASTER SITE CONFIGURATION	\$-	877	20%	\$-	\$-
CORE	2	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)	\$5,000.00	877	20%	\$4,000.00	\$8,000.00
CORE	1	CA02629AC	ADD: EXPAND 7.17 M CORE	\$-	877	20%	\$-	\$-
OP_POS	8	B1948	MCC 7500E DISPATCH POSITION LICENSES	\$-	244	20%	\$-	\$-
OP_POS	8	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	\$3,500.00	244	20%	\$2,800.00	\$22,400.00
OP_POS	8	UA00660AA	ADD: OTEK OPERATION	\$4,020.00	244	20%	\$3,216.00	\$25,728.00
OP_POS_LIC	8	UA00653AA	ADD: BASIC CONSOLE OPERATION	\$4,800.00	244	20%	\$3,840.00	\$30,720.00
OP_POSIT	8	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION	\$6,000.00	244	20%	\$4,800.00	\$38,400.00
OP_POSIT	8	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION	\$3,600.00	244	20%	\$2,880.00	\$23,040.00
OP_POSIT	8	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION	\$2,160.00	244	20%	\$1,728.00	\$13,824.00
OP_POSIT	8	UA00658AA	ADD: SECURE OPERATION	\$3,900.00	244	20%	\$3,120.00	\$24,960.00
OP_POSIT	8	UA00250AA	ADD: 30 RADIO RESOURCES LICENSE	\$6,250.00	244	20%	\$5,000.00	\$40,000.00
OP_POSIT	1	B1949	MCC 7500E SOFTWARE DVD	\$250.00	244	20%	\$200.00	\$200.00
OP_POSIT	8	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH	\$2,540.00	708	15%	\$2,159.00	\$17,272.00



BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
OP_POSIT	8	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB	\$2,500.00	708	15%	\$2,125.00	\$17,000.00
OP_POSIT	32	B1952	SPEAKER, DESKTOP, USB	\$485.00	244	20%	\$388.00	\$12,416.00
OP_POSIT	32	CA03405AA	ADD: POWER SUPPLY WITH DC CORD	\$75.00	754	20%	\$60.00	\$1,920.00
OP_POSIT	32	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA	\$13.00	754	20%	\$10.40	\$332.80
OP_POSIT	32	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$29.00	754	20%	\$23.20	\$742.40
OP_POSIT	8	B1941	USB AUDIO INTERFACE MODULE	\$1,900.00	443	20%	\$1,520.00	\$12,160.00
OP_POSIT	8	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	443	20%	\$200.00	\$1,600.00
OP_POSIT	16	B1913	MCC SERIES HEADSET JACK	\$200.00	443	20%	\$160.00	\$2,560.00
OP_POSIT	8	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$290.00	708	15%	\$246.50	\$1,972.00
OP_POSIT	8	T7885	MCAFEЕ WINDOWS AV CLIENT	\$165.00	580	10%	\$148.50	\$1,188.00
OP_POSIT	8	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	\$34.00	708	15%	\$28.90	\$231.20
OP_POSIT	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$172.00	708	15%	\$146.20	\$146.20
OP_POSIT	16	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB	\$93.00	708	15%	\$79.05	\$1,264.80
OP_POSIT	8	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	877	20%	\$40.00	\$320.00
OP_POSIT	8	DSISOBAR6ULTRAHG	SPD, 6 HOSPITAL-GRADE OUTLETS, 15-FT. CORD, 3300 JOULES	\$155.00	207	10%	\$139.50	\$1,116.00
SWITCH	2	CLN1868	2930F 24-PORT SWITCH	\$2,500.00	147	15%	\$2,125.00	\$4,250.00

BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
SWITCH	2	CLN1866	FRU: 1M DAC CABLE	\$200.00	147	15%	\$170.00	\$340.00
ROUTER	2	SQM01SUM0205	GGM 8000 GATEWAY	\$5,250.00	147	15%	\$4,462.50	\$8,925.00
ROUTER	2	CA01616AA	ADD: AC POWER	\$-	147	15%	\$-	\$-
AUX_IO	1	F4543	SITE MANAGER BASIC	\$1,855.00	469	10%	\$1,669.50	\$1,669.50
AUX_IO	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	\$175.00	469	10%	\$157.50	\$157.50
AUX_IO	1	V266	ADD: 90VAC TO 260VAC PS TO SM	\$120.00	469	10%	\$108.00	\$108.00
AUX_IO	3	V592	AAD TERM BLCK & CONN WI	\$90.00	469	10%	\$81.00	\$243.00
AUX_IO	2	F4547	SM IO EXPANSION BASIC	\$900.00	469	10%	\$810.00	\$1,620.00
AUX_IO	2	V266	ADD: 90VAC TO 260VAC PS TO SM	\$120.00	469	10%	\$108.00	\$216.00
AUX_IO	6	V592	AAD TERM BLCK & CONN WI	\$90.00	469	10%	\$81.00	\$486.00
GCP8000	1	T7038	GCP 8000 SITE CONTROLLER	\$3,000.00	112	20%	\$2,400.00	\$2,400.00
GCP8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18	\$-	595	20%	\$-	\$-
GCP8000	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$2,500.00	112	20%	\$2,000.00	\$2,000.00
GCP8000	1	CA01136AA	MCC 7500 CONVEN SITE OPER	\$6,500.00	595	20%	\$5,200.00	\$5,200.00
GCP8000	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	112	20%	\$40.00	\$40.00
CCGW	4	SQM01SUM0205	GGM 8000 GATEWAY	\$5,250.00	147	15%	\$4,462.50	\$17,850.00
CCGW	4	CA01616AA	ADD: AC POWER	\$-	147	15%	\$-	\$-
CCGW	4	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$6,000.00	147	15%	\$5,100.00	\$20,400.00



BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
CAM	1	BVN1013	MKM 7000 Console Alias Manager Software	\$250.00	443	20%	\$200.00	\$200.00
CAM	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB	\$2,500.00	708	15%	\$2,125.00	\$2,125.00
CS 7/800	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$8,040.00	681	25%	\$6,030.00	\$6,030.00
CS 7/800	1	GA05509	DEL: DELETE UHF BAND	\$(800.00)	681	25%	\$(600.00)	\$(600.00)
CS 7/800	1	GA05508	DEL: DELETE VHF BAND	\$(800.00)	681	25%	\$(600.00)	\$(600.00)
CS 7/800	1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	656	25%	\$555.00	\$555.00
CS 7/800	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	681	25%	\$386.25	\$386.25
CS 7/800	1	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	656	25%	\$1,125.00	\$1,125.00
CS 7/800	1	G361	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	656	25%	\$225.00	\$225.00
CS 7/800	1	GA00580	ADD: TDMA OPERATION APX	\$450.00	656	25%	\$337.50	\$337.50
CS 7/800	1	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	655	25%	\$3.75	\$3.75
CS 7/800	1	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	656	25%	\$75.00	\$75.00
CS 7/800	1	GA09008	ADD: GROUP SERVICES	\$150.00	656	25%	\$112.50	\$112.50
CS 7/800	1	G843	ADD: AES ENCRYPTION APX	\$475.00	656	25%	\$356.25	\$356.25
CS 7/800	1	G90	ADD: NO MICROPHONE NEEDED	\$-	656	25%	\$-	\$-
CS 7/800	1	CA01598	ADD: AC LINE CORD US	\$-	761	25%	\$-	\$-
CS 7/800	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	761	25%	\$591.75	\$591.75

BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
CS 7/800	1	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$319.00	185	0%	\$319.00	\$319.00
CS 7/800	1	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$200.00	761	25%	\$150.00	\$150.00
CS UHF	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$8,040.00	681	25%	\$6,030.00	\$6,030.00
CS UHF	1	GA05507	DEL: DELETE 7/800MHZ BAND	\$(800.00)	681	25%	\$(600.00)	\$(600.00)
CS UHF	1	GA05508	DEL: DELETE VHF BAND	\$(800.00)	681	25%	\$(600.00)	\$(600.00)
CS UHF	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	681	25%	\$386.25	\$386.25
CS UHF	1	G48	ENH: CONVENTIONAL OPERATION	\$800.00	656	25%	\$600.00	\$600.00
CS UHF	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	761	25%	\$591.75	\$591.75
CS UHF	1	G90	ADD: NO MICROPHONE NEEDED	\$-	656	25%	\$-	\$-
CS UHF	1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	656	25%	\$555.00	\$555.00
CS UHF	1	CA01598	ADD: AC LINE CORD US	\$-	761	25%	\$-	\$-
CS UHF	1	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$319.00	185	0%	\$319.00	\$319.00
CS UHF	1	G843	ADD: AES ENCRYPTION APX	\$475.00	656	25%	\$356.25	\$356.25
CS UHF	1	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$200.00	761	25%	\$150.00	\$150.00
CS VHF	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$8,040.00	681	25%	\$6,030.00	\$6,030.00
CS VHF	1	GA05507	DEL: DELETE 7/800MHZ BAND	\$(800.00)	681	25%	\$(600.00)	\$(600.00)
CS VHF	1	GA05509	DEL: DELETE UHF BAND	\$(800.00)	681	25%	\$(600.00)	\$(600.00)
CS VHF	1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	681	25%	\$386.25	\$386.25

BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
CS VHF	1	G48	ENH: CONVENTIONAL OPERATION	\$800.00	656	25%	\$600.00	\$600.00
CS VHF	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	761	25%	\$591.75	\$591.75
CS VHF	1	G90	ADD: NO MICROPHONE NEEDED	\$-	656	25%	\$-	\$-
CS VHF	1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	656	25%	\$555.00	\$555.00
CS VHF	1	CA01598	ADD: AC LINE CORD US	\$-	761	25%	\$-	\$-
CS VHF	1	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$319.00	185	0%	\$319.00	\$319.00
CS VHF	1	G843	ADD: AES ENCRYPTION APX	\$475.00	656	25%	\$356.25	\$356.25
CS VHF	1	HKN6233C	APX CONSOLETTES RACK MOUNT KIT	\$200.00	761	25%	\$150.00	\$150.00
CAM	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	580	10%	\$148.50	\$148.50
RACK	1	TRN7343	SEVEN AND A HALF FOOT RACK	\$495.00	509	10%	\$445.50	\$445.50
RACK	1	DSRM116	HEAVY-DUTY SHELVES, VENTED	\$120.00	708	15%	\$102.00	\$102.00
SPD	1	DSAPEXIMAX809	SPD, TYPE 2A, 120/208VAC, 3 PHASE NEMA 4X ENCLOSURE, SAD/MOV	\$2,678.00	207	10%	\$2,410.20	\$2,410.20
SPD	2	DSISOBAR12ULTRA	SURGE SUPPRESSOR, 12 OUTLETS 15' CORD 1280 JOULES ISOBAR ULTRA	\$191.00	207	10%	\$171.90	\$343.80
SPARES	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	443	20%	\$200.00	\$200.00
SPARES	1	B1913	MCC SERIES HEADSET JACK	\$200.00	443	20%	\$160.00	\$160.00
SPARES	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB	\$2,500.00	708	15%	\$2,125.00	\$2,125.00

BLOCK	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST	APC	DISC (%)	UNIT SC	Ext SC
SPARES	1	CLN1868	2930F 24-PORT SWITCH	\$2,500.00	147	15%	\$2,125.00	\$2,125.00
SPARES	1	CLN1866	FRU: 1M DAC CABLE	\$200.00	147	15%	\$170.00	\$170.00
SPARES	1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	\$34.00	708	15%	\$28.90	\$28.90
SPARES	1	B1941	USB AUDIO INTERFACE MODULE	\$1,900.00	443	20%	\$1,520.00	\$1,520.00
SPARES	1	B1952	SPEAKER, DESKTOP, USB	\$485.00	244	20%	\$388.00	\$388.00
SPARES	1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD	\$75.00	754	20%	\$60.00	\$60.00
SPARES	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$29.00	754	20%	\$23.20	\$23.20
SPARES	1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA	\$13.00	754	20%	\$10.40	\$10.40

**THE PLANNING COMMITTEE
OF THE COMMON COUNCIL**

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

TO: MEMBERS, THE COMMON COUNCIL

FROM: STAFF OF THE NORWALK REDEVELOPMENT AGENCY

RE: SUBSTANTIAL AMENDMENT TO PY45 ANNUAL ACTION PLAN AND CITIZEN PARTICIPATION PLAN

DATE: July 2, 2020

In response to the Coronavirus/COVID-19 pandemic, on March 27, 2020 the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The City of Norwalk was allocated \$521,436 of CDBG-CV funding to address the COVID-19 pandemic and its impacts on the Norwalk community.

PUBLIC PARTICIPATION

In order to deploy the CDBG-CV funds in accordance with federal guidelines, amendments are required to the CDBG Citizen Participation Plan to allow for a 5-day public comment period and to the current Program Year 45 Annual Action Plan (PY45 AAP) that commenced July 1, 2019 and runs through June 30, 2020 to implement the funds. There were no comments received during the public comment period April 25th – April 30th, 2019 or at the public hearing held on May 7th, 2020.

Additionally, in accordance with federal guidelines another Legal Notice allowing for 5-day public comment period on the amendment of PY45 AAP & CPP will run in the Norwalk Hour on June 25, 2020, allowing for public comment up through June 30, 2020 as well as the July 2, 2020 Planning Committee Meeting.

AVAILABILITY OF AMENDED PY45 AAP & CPP FOR PUBLIC REVIEW

On June 25, 2020, the amended Program Year 45 Annual Action Plan and Citizen Participation Plan will be posted on the City's website: <http://www.norwalkct.org/1412/Community-Development-Block-Grant>.

Organization	Program Title	Amount Requested
Norwalk Redevelopment Agency	Cost associated with the administration of the City's CARES Act/CDBG-CV program	\$58,337
Bridgeport Rescue Mission	Food Delivery and Pantry Operation	\$25,000
Carver Foundation	Summer Enrichment Program	\$8,047
Domestic Violence Crisis Center	PPE and Office updates in response to COVID-19	\$18,625
ElderHouse	COVID-19 Program Enhancement Project	\$20,000

Family & Children's Agency	PPE & Sanitation products to safely serve Norwalk's most vulnerable residents	\$26,000
Filling in the Blanks	Weekend Meal Program for Children	\$31,000
Greater Norwalk Hispanic Chamber of Commerce	Rise to Respond & Prevent COVID-19 in the Hispanic Community	\$55,000
Higher Education Literacy Program	College Edge Program COVID-19 Adjustments	\$6,210
Malta House	Residential Program for Homeless Mothers	\$50,000
Mid Fairfield AIDS Project	Support for COVID-19 affected and infected persons living with HIV/AIDS	\$123,550
Norwalk Senior Center	Meals on Wheels Program	\$30,000
Person-to-Person	Door2Door, Norwalk	\$61,667
Serving All Vessels Equally	COVID-19 Prevention and Awareness for Teens and Young Adults	\$8000
TOTAL CDBG-CV Allocation		\$521,436

APPLICATION PRESENTATIONS

At the Planning Committee meeting on June 4, 2020, applicants made brief presentations to the Committee members.

REQUESTED ACTION:

1. Approve the amended PY45 Annual Action Plan (AAP) and Citizen Participation Plan for the inclusion of CDBG-CV funds and authorize the Mayor to execute any and all documents associated with the amended PY45 AAP to HUD and all documents consistent with the amended PY45 AAP.

THE PLANNING COMMITTEE OF THE COMMON COUNCIL

125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

TO: MEMBERS, THE NORWALK COMMON COUNCIL
FROM: BRIAN BIDOLLI, EXECUTIVE DIRECTOR
DATE: July 2, 2020
RE: FEDERAL CONFLICT OF INTEREST POLICY

The U.S. Department of Housing and Urban Development (HUD) upholds firm guidelines regarding conflicts of interest and the involvement of federal funding such as the Community Development Block Grant (CDBG), particularly as it relates to decision-making and administration of such federal programs.

Pursuant to Title 24, §570.611 of the Code of Federal Regulations, no persons who exercise any functions or responsibilities with respect to HUD-funded activities, or who are in a position to participate in the decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HUD-funded activity, or have a financial interest, including compensation, in any contract, subcontract or agreement with respect to a HUD-funded activity, or with respect to the proceeds of a HUD-funded activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after. HUD defines "family ties" as the spouse, parent (including stepparent), child (including stepchild), brother, sister (including stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person, regardless of whether the relation is by blood, marriage or adoption.

On June 23, 2020, Common Council members were emailed a Self-Disclosure form to be collected at the July 14, 2020 Common Council meeting. Following collection, Council members considered to be "affected" will be asked to state their name, the name of the affected organization(s), and the nature of the conflict for the public record, so that a waiver request may be filed with HUD.

Agency staff will work with Corporation Counsel and the affected person to determine if requesting an exception from HUD is warranted. Exception requests are reviewed by HUD on a case-by-case basis. HUD requires the waiver request package to include documentation indicating public disclosure of the conflict(s). **Please announce at the Common Council meeting any conflicts for the record. Should there be no conflicts please state as such.** The minutes from the July 14, 2020 meeting will serve this purpose.

If granted, an exception clears the affected organization for potential funding; however, the affected person must still refrain from participating in the decision making process in regards to that organization, to the extent of removing himself/herself from the room during such conversations and votes. Affected persons may participate in discussions and votes regarding non-affected organizations but may not participate in any final votes, if the affected organization is included.

ACTION REQUESTED: Authorize the Mayor to submit waiver requests related to the CARES Act/CDBG-CV program to HUD on behalf of the affected persons as identified by the CDBG-CV Public Disclosure forms.

NORWALK DEVELOPMENT AGENCY

TO: MEMBERS, NORWALK COMMON COUNCIL
FROM: BRIAN BIDOLLI, EXECUTIVE DIRECTOR
RE: PROPOSAL FOR PHASE I WALL STREET PLACE AND RELATED AGREEMENTS
DATE: July 7th, 2020

Attached is the revised Wall Street Place Phase I proposal as submitted to the City of Norwalk ("City") and the Redevelopment Agency ("Agency") on June 25, 2020 by Municipal Holdings LLC (an affiliate of Citibank) and their recommended Redeveloper the JHM Financial Group, LLC ("JHM"). Also attached are the proposed amendments to the Land Disposition Agreement ("LDA") and Loan Recognition Agreement ("LRA"). The public parties have been in negotiation with Citibank and JHM regarding the Phase I proposal since Municipal Holdings LLC acquired title to the property in July 2017. Those negotiations included a formal mediation process. The terms set forth in the Phase I proposal were negotiated by the public parties.

The Planning Committee conducted a Special Meeting on July 2, 2019 where there was public comment and JHM presented the Phase I proposal and answered questions of the Committee. The Planning Committee also conducted a public hearing regarding the Phase I proposal on July 18, 2019. On July 18, 2019, the Planning Committee approved advancing the Phase I proposal, including the proposed amendments to the LDA and LRA, to the Common Council for its approval. On July 23, 2019, the full Common Council considered the proposal on July 23, 2019. At said meeting, the Council decided to send the proposal back to the Planning Committee after the applicant makes changes to the proposal based upon comments received at the Council's meeting. On July 2nd, 2020 the Planning Committee approved advancing the revised Phase I proposal and amendments to the LDA and LRA, to the Common Council for consideration.

REQUESTED ACTION:

1. Approve the amended land disposition and development agreement ("LDA") by and between the city of Norwalk, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC, dated November 14, 2007 (as amended), and the proposed amendment to the loan recognition agreement ("LRA"), by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City Norwalk, Citibank, N.A., dated November 14, 2007 (as amended); and authorize the Mayor to execute any and all documents associated with the amended LDA and LRA as necessary to allow for the proposed development by Municipal Holdings, LLC to complete the Phase I construction of the Wall Street Place Project.



Deborah R. Brancato
Partner
Phone: 203.252.2648
Fax: 203.325.8608
dbrancato@carmodylaw.com
707 Summer Street
3rd Floor
Stamford, CT 06901

June 25, 2020

VIA E-MAIL

Brian Bidolli
Executive Director
Norwalk Redevelopment Agency
Norwalk City Hall, 2nd Floor
125 East Avenue
Post Office Box 5125
Norwalk, CT 06856-5125
BBidolli@norwalkct.org

Mario Coppola, Esq.
Corporation Counsel
City of Norwalk, CT
125 East Avenue
Post Office Box 798
Norwalk, CT 06856-0798
mcoppola@norwalkct.org

Brian, Mario:

Enclosed please find a revised proposal by JHM Financial Group LLC (“JHM”), on behalf of Municipal Holdings, LLC, for development of Wall Street Place, together with plans and project budget, for consideration by the Common Council of the City of Norwalk (“Council”) and the Norwalk Redevelopment Agency (“RDA”).

We look forward to further instructions on next steps toward obtaining necessary approvals for the proposal.

Brian Bidolli & Mario Coppola
June 25, 2020
Page 2

Thank you for your consideration. As always, we are happy to answer any questions or provide any further information you may require.

Sincerely,



Deborah R. Brancato

Enclosures

cc: Carolyn J. Cavolo
Donald R. Gustafson
Shipman & Goodwin LLP
300 Atlantic Street, 3rd Floor
Stamford, CT 06901
dgustafson@goodwin.com
ccavolo@goodwin.com

Jeremy Johnson, jeremy.johnson@citi.com
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Caio Correa, caio.correa@citi.com

Todd McClutchy, todd@groupjhm.com

John McClutchy, mcclutchyj@groupjhm.com

Wall Street Redevelopment Proposal

June 25, 2020

Narrative Project Proposal

I. Background

The July 2004 Wall Street Redevelopment Plan (“2004 URP”), set forth a comprehensive scheme for the development and revitalization of Norwalk’s Wall Street area, including certain land designated as Development Parcel 2a (see graphic to right). The City of Norwalk (“City”), Norwalk Redevelopment Agency (the “Agency”), and a previously approved redeveloper, POKO-IWSR Developers, LLC (“POKO”), came to an agreement about a particular development proposal for Parcel 2a, which was memorialized in a Land Disposition & Development Agreement dated November 14, 2007 (“LDA”) as amended.



As originally conceived and agreed upon by the City, Agency, and redeveloper, POKO was to develop the properties north of Leonard Street in Parcel 2a in three (3) phases (see graphic to left). Norwalk’s Zoning



Commission approved Phase I of the development on or about August 29, 2008, as memorialized in approval #6-08SRP/#16-08CAM, as modified January 21, 2015. The original approval, as modified, for Phase I authorized a 179,740± SF mixed use development with 101 residential units, 12,832 SF of retail, and a 2,875 SF restaurant with an onsite below grade automated parking garage. (See copy of the original approval, attached hereto as Schedule A). As agreed upon, not less than 20% of the housing units to be developed were to be compliant with CGS §8-30g. The Phase I project ultimately advanced into construction after obtaining an allocation of

9% low income housing tax credits (LIHTC) for over 30% of the units to serve people whose income levels ranged from 35-50% of Area Median Income (AMI), with the remaining units at market rate. (See Area Median Income Chart, attached hereto as Schedule B). Additionally, the project was to have units identified as supportive housing (housing for formerly homeless and disabled) and related on-site services for those residents.

POKO commenced construction of a building on a portion of the Phase I Parcel 2a development area now known as 61 Wall Street in the spring of 2015. Construction came to a

halt in June of 2016 leaving a partially constructed, Tyvek-wrapped frame of a building, which continues to occupy the property.

In July 2017, Municipal Holdings LLC (“Municipal Holdings”), an affiliate of Citibank, N.A., acquired title to the 61 Wall Street parcel. Since that time Municipal Holdings and/or its recommended successor redeveloper for the property, JHM Financial Group, LLC (“JHM”) (see JHM Property Profiles, attached hereto as Schedule C) have sought to come to a mutually agreeable, and financially feasible path forward with the City of Norwalk and the Norwalk Redevelopment Agency, for the completion of the development of that Phase I property. In the fourth quarter of 2018, Municipal Holdings returned the 9% LIHTC allocation to the State as the deadline for placing units in service drew near, thus eliminating a critical equity source and requiring reconsideration of how the project would ultimately be financed.

In February 2019, the Agency issued an amended urban renewal plan for the Wall Street area, entitled the “Wall Street-West Avenue Neighborhood Plan” (“2019 URP”). The 2019 URP identifies various parcels originally designated as part of Development Parcel 2a as now part of the “Wall St Redevelopment Area” (see graphic to right), and acknowledges the pending development project at 61 Wall Street, which is referred to as “Wall Street Place.”

JHM, on behalf of Municipal Holdings and as prospective successor redeveloper, now proposes to construct a carefully conceived, financially feasible, and well-designed project for portions of the original project area. The proposed path forward is consistent with the goals of the both the former and current redevelopment plans for the Wall Street area – i.e., to provide residential mixed-use development and parking—to the maximum extent that is financially workable under the circumstances.

JHM, on behalf of Municipal Holdings, submitted an initial proposal to the City for the redevelopment of Wall Street Place on or about June 13, 2019. The City’s Common Council reviewed the proposal and held public hearings on same. Based on the feedback received during said review process, JHM herein submits this revised proposal. Notable changes since the prior submission that are reflective of feedback received include architectural changes to the main building concept, and incorporation of an arts and cultural component to the project.



Moving forward as suggested herein will help all the parties involved bring to fruition the common long-standing goal to complete Phase I of the project and bring back vitality to the Wall Street area. The proposal set forth herein is subject to appropriate final documentation executed by all applicable parties and government approvals.

II. The Proposal

JHM, on behalf of Municipal Holdings, proposes a modification to the original Phase I development scheme that involves solely the 61 Wall Street parcel as well as the parcel known as 17 Isaacs Street (MBL 1-29-29), and commonly known as the home of the Garden Cinemas. Second Garden Development Limited Partnership (“Second Garden Development”) is the current owner of the 17 Isaacs Street property, but the lot is currently under contract for purchase by JHM, on the contingency of approval of project modifications and approvals necessary to allow redevelopment of same. It is important to note that Second Garden Development has advised JHM in writing that regardless of what ultimately happens with regards to Wall Street Phase I, the theater will ultimately be sold (see Second Garden Development letter, attached hereto as Schedule D).

Municipal Holdings and JHM encountered a significant obstacle in restarting the Phase I development when there was a sudden, unexpected and unauthorized acquisition by a third party of the land that comprised most of the Phase II project site. This action seriously compromised the ability to provide adequate parking to support the Phase I development. That problem was partly mitigated when the Garden Cinemas site became available for purchase.

The instant proposal does not contemplate any development of other parcels previously identified as included in the “Phase I” portion of POKO’s original development plan for Parcel 2a (f/k/a) (or in “Phase II” and “Phase III”), which notably, neither Municipal Holdings nor JHM have any ownership or control over.

As detailed on the accompanying preliminary plans, the proposed development plan includes the following:

- 1.) A 6-story 176,437± square foot residential mixed-use, articulated and visually compelling building located on the 61 Wall Street property, to make use of the current building frame, and to include:
 - 101 residential units (all designated as workforce housing as detailed below);
 - 10,233± square feet of retail; and
 - 40± off street parking spaces (as well as an additional 36± on-street parking spaces).
- 2.) A 4-story building structure located on the 17 Isaacs Street property, as follows:
 - 2 upper residential stories to include 50 market-rate units;
 - A 2-level parking garage underneath the residential units, to include a total of 152± parking spaces. (See Parking Calculations on Zoning Site Plan included herewith.)

As depicted on the accompanying plans, the exterior façade of portions of the 61 Wall Street building has been updated to prominently feature brick, to increase the visual appeal and character of the development (see accompanying plans, “Corner of Wall & Isaacs Street Perspective”).

Redeveloper is also committed to assisting the City with its goal to make the Wall Street redevelopment area an art and cultural “hub” of the City. To this end, and in addition to art-inspired street activation for the buildings, JHM shall dedicate use of one of the retail spaces located at 61 Wall Street to the Norwalk Arts Commission, subject to agreeable terms and conditions. (See Art & Cultural Enhancements Slide, attached hereto as Schedule E).

All of the residential units located in the 61 Wall Street building would be restricted to residents who earn 80% or less of AMI for Fairfield County, MSA Stamford-Norwalk; units located in the 17 Isaacs Street building will be market rate (See Unit Mix & Income Limits Chart attached hereto as Schedule F).

It is important to note that the residential scheme outlined above is contingent upon securing volume cap from the State. (See OPM Guidance on Volume Cap, attached hereto as Schedule G).

Thoughtful calculations and analysis by Municipal Holdings have revealed that this plan represents the maximum amount of parking and mixed-use development that are economically feasible in connection with developing 61 Wall Street and 17 Isaacs Street. The proposal comes at great cost, and notably, little, if any, monetary recovery to POKO’s institutional lender.

Importantly, financing for Wall Street Place was not provided by Citibank’s conventional Real Estate Group, but rather by Citi Community Capital – whose sole mandate is to reinvest in the communities served by Citibank with lending and investments that are specifically targeted to developments that include benefits to low and moderate income residents. To that end, Citibank is actively involved in redevelopment project financings throughout the nation and consistently leads the industry in that sector of finance. It is with that business focus in mind that Citibank remains committed to pursuing a good outcome for the Wall Street Place development. (See Letter from Citi Community Capital, attached hereto as Schedule H). There is no path for the bank to recover the funds it has thus far invested – even the most optimistic proforma indicates a loss of \$14 million+ of the \$19.5 million invested to date, assuming all goes well from here. In fact, the proposal under review would require Citi to invest an additional \$35.3 million of construction financing, \$16.9 million of term debt – and \$27.6 million of new equity. Citibank is backing this proposal out of a genuine interest in seeing the Wall Street Place development completed in a way that will benefit the City of Norwalk and its citizens. It is important to note that Citibank and JHM have spent a tremendous amount of time and effort to present a proposal that meets the goals and objectives of the City and its stakeholders. This is the final and best offer that can be made. Should the proposed development not be accepted the bank will be forced to confront the economic reality of having to sell the asset.

III. Conclusion

JHM, on behalf of Municipal Holdings, wants to complete the Phase I project located on 61 Wall Street and bring about a vibrant and modern mixed-use development project that contributes to the redevelopment goals and objectives that the Norwalk community has sought for so long. In order for this to occur, JHM requests that the City and Agency agree to this proposal and authorize the parties to enter into agreements as necessary and to make the requisite modification to existing applicable documents as necessary to bring this plan to fruition.

Schedule A

Approval #6-08SRP/#16-08CAM

January 22, 2015

Kenneth M. Olson
POKO Partners LLC
225 Westchester Ave
Port Chester, NY 10573

Re: #6-08SPR/#16-08CAM – POKO-IWSR Developers, LLC – 61–65 Wall St/2, 21 & 23 Isaacs St - 179,740 sq ft mixed use development (Phase 1) with 101 units, 12,832 sf retail and a 2,875 sf restaurant

Dear Mr. Olson:

At a meeting of the Norwalk Zoning Commission held on Wednesday, January 21, 2015, the following action was taken:

*** RESOLUTION ***

BE IT RESOLVED that the request to modify the approved plans for Site Plan #6-08SPR and Coastal Site Plan #16-08CAM – POKO-IWSR Developers, LLC – 61–65 Wall Street/2, 21 & 23 Isaacs Street to revise to a 179,740 sq ft mixed use development (Phase 1) with 101 units, 12,832 square feet retail and a 2,875 square foot restaurant with on site below grade automated parking garage as originally shown on a set of plans entitled "Wall Street Place Site Plan Phase 1" by Crosskey Architects, LLC, Wesley Stout Associates and Redniss & Mead Inc., dated May 16, 2008 as revised to May 30, 2008 and as modified by revised drawings submitted by Kitchen Associates dated 08 January 2015 as revised to 21 January 2015 and a revised Zoning Location Survey by Redniss & Mead dated Dec 30, 2014 be approved, subject to the following conditions:

1. That any further changes to the approved plans be submitted to the Zoning Commission for review and approval;
2. That the original conditions of approval remain in effect; and

BE IT FURTHER RESOLVED that the effective date of this action be January 30, 2015.

This approval will expire in one year on January 30, 2016. The approved plan allows for the construction of Phase 1 (as modified) for a ±179,740 sq ft mixed use development with 101 residential units, 12,832 sq ft retail and 2,875 sq ft restaurant with a below grade automated parking garage. The approval provides for the modification to parking requirements to utilize the new TOD parking standards and as modified by the revisions shown on the above referenced plans; maintaining the originally approved public amenities including a bus shelter, public plaza and public parking as shown on the original approved plans dated revised to May 30, 2008. Any revisions or further modifications to the approved plans or to the conditions of approval will require a new submittal to the Zoning Commission for review and approval. This approval does NOT include any generators or signage (other than that specifically noted in the original resolution) nor does it include buildings proposed for Phase 2 and 3; all of which will require a new application to the Zoning Commission.

You must obtain a revised zoning approval and building permit prior to any work on the site. A building permit must be obtained within one year of the effective date or this site plan approval automatically becomes null and void. You are responsible for obtaining permits from the Department of Public Works prior to any work in a street right-of-way. All work must comply with the standards for the City of Norwalk, whether or not those standards were specifically discussed in the process of reviewing the application.

If you have any questions regarding the enclosed, please contact me at (203) 854-7780.

Sincerely,

Dorothy Wilson
Senior Planner
enclosures

*** ORIGINAL RESOLUTION ***

BE IT RESOLVED that Site Plan #6-08SPR and Coastal Site Plan #16-08CAM – POKO-IWSR Developers, LLC – 61 – 65 Wall Street/2, 21 & 23 Isaacs Street – 182,112 sq ft mixed use development (Phase 1) with 101 units, 14,759 square feet retail and a 2,424 square foot restaurant with on site below grade automated parking garage as on a set of plans entitled "Wall Street Place Site Plan Phase 1" by Crosskey Architects, LLC, Wesley Stout Associates and Redniss & Mead Inc., dated May 16, 2008 as revised to May 30, 2008, be approved, subject to the following conditions:

1. That onsite automated parking operations personnel be available to monitor and assist in the operation of the automated parking facility for the first one (1) year following the issuance of a certificate of zoning compliance for the facility and that any problems with such operation be immediately brought to the attention of the Zoning Commission; and
2. That the "Wall Street Place Workforce Housing Affordability Plan" showing a total of 36 workforce housing units and dated June 3, 2008 be made a part of this approval and that all such workforce housing units be deed restricted in perpetuity and meet all requirements of Section 118-1050 Workforce Housing regulations; and
3. That all soil and erosion controls be in place and verified by an inspection by Staff prior to the start of any work on the site and that any additional needed soil and sedimentation controls be installed at the direction of the staff; and
4. That all CEAC signoffs be submitted prior to the start of construction; and
5. That the revised plans showing a bus shelter at the corner of Wall and Isaacs Street to serve Wheels bus and other transit users, be made a part of this approval; and
6. That any graffiti on the site, now or in the future, be immediately removed; and
7. That a surety (in an amount to be determined by staff) be submitted to guarantee the installation of required improvements and that a Connecticut licensed engineer certify that the required improvements were installed to City standards; and
8. That *any* modifications to the approved plans, including any changes to the approved uses, be submitted to the Zoning Commission for review and approval; and
9. That all traffic improvements, including any improvements required by the STC, be complete prior to the issuance of a certificate of zoning compliance (CZC) and that within six months of the issuance of the CZC, a follow-up traffic study be submitted; and
10. That this approval does not include any signs shown on the plans (except the wall signs for the automated parking facility as shown in the marked-up action set of plans dated 8-14-08) and that all signs be submitted to the Zoning Commission for review and approval prior to installation; and

BE IT FURTHER RESOLVED that the reason for this action is that this application complies with applicable coastal resource and use policies; and

BE IT FURTHER RESOLVED that this application complies Section 118-504 Central Business Design District and with the applicable sections of the Building Zone Regulations for the City of Norwalk, as amended.

BE IT FURTHER RESOLVED that the effective date of this action be August 29, 2008.

Schedule B

Area Median Income Chart

LIHTC Income Limits for 2020 (Based on 2020 MTSP Income Limits)

	Charts	60.00%	40.00%	80.00%	140.00%
1 Person		60,240	40,160	80,320	84,336
2 Person		68,880	45,920	91,840	96,432
3 Person		77,480	51,640	103,280	108,444
4 Person		86,040	57,360	114,720	120,456
5 Person		92,940	61,960	123,920	130,116
6 Person		99,840	66,560	133,120	139,776
7 Person		106,740	71,160	142,320	149,436
8 Person		113,580	75,720	151,440	159,012
9 Person		120,480	80,320	160,640	168,672
10 Person		127,320	84,880	169,760	178,248
11 Person		134,220	89,480	178,960	187,908
12 Person		141,120	94,080	188,160	197,568

LIHTC Rent Limits for 2020 (Based on 2020 MTSP/VLI Income Limits)

Bedrooms (People)	Charts	60.00%	40.00%	80.00%	FMR
Efficiency (1.0)		1,508	1,004	2,008	1,356
1 Bedroom (1.5)		1,614	1,076	2,152	1,701
2 Bedrooms (3.0)		1,936	1,291	2,582	2,079
3 Bedrooms (4.5)		2,237	1,491	2,983	2,616
4 Bedrooms (6.0)		2,496	1,664	3,328	2,926
5 Bedrooms (7.5)		2,754	1,836	3,672	

Schedule C

JHM Property Profiles



Two of the Nation's Leading Housing Organizations



Vertical Integration

- Development and Construction

The development team is active in all aspects of workforce and luxury residential housing.

Richmac LLC is an approved FHA/MAP, GNMA, Fannie Mae and Freddie Mac originator.

- Equity Funds

The development team and its affiliates have raised over \$15 billion in equity for projects with value in excess of \$20 billion.

- Property Management

The development team manages over 20,000 rental units throughout the Country with an emphasis on the northeast, Florida, Texas, Colorado and California.

- Asset Management

The development team and its affiliates own in excess of 150,000 housing units throughout the United States.

- Resident Services

The development team and its affiliates provide a wide range of resident services including satellite TV, broadband, phone, vending, laundry, resident activities, etc.

- Mortgage Financing

Sample Properties (local)

Crescent Crossings– Bridgeport, CT



Crescent Crossings – Phases 1A & 1B

Address: 252 Hallett Street (Corner of Hallett and Martin Luther King), Bridgeport CT

Construction Commencement: September-2015

Date Opened: August-2016

Type of Community: Transit oriented and mixed income multifamily units.

Units Produced: 177 1, 2, and 3 bedroom apartments.

Construction Type: Wood construction

Team Members: JHM Group of Companies, Richman Group and Park City Communities

Total Development Costs: \$65 Million

Financing: Federal LIHTC, CT DECD, CHFA, HUD CDBG-DR, Energy Incentive, conventional and developer equity



Crescent Crossings – Resident Amenities



Crescent Crossings – Apartment Interiors





The Windward – Bridgeport, CT



The Heights – Darien, CT



Crosskey Architects LLC

One Union Place • Hartford, CT 06103
T: (860) 724-3000 F: (860) 724-3013



The Royle – Darien, CT



Willow Creek – Hartford, CT





Schedule D

Second Garden Development Letter



GARDEN HOMES MANAGEMENT CORPORATION

29 Knapp Street, P.O. Box 4401
Stamford, Connecticut 06907
(203) 348-2200 • Fax (203) 967-8372

www.gardenhomesmanagement.com

June 6, 2019

John McClutchy
JHM Group
1281 E. Main Street, Suite 201
Stamford, CT 06902

Re: Garden Cinemas

Dear Mr. McClutchy:

I write regarding the proposed sale of the Garden Cinemas to an affiliated entity of yours. Should our transaction ultimately not be consummated, we will be selling the cinema regardless. Thank you.

Very truly yours,

Richard K. Freedman
President

Schedule E

Arts & Cultural Enhancements

Arts & Cultural Enhancements



Schedule F

Unit Mix & Income Limits Chart

Wall Street Place

Income Averaging

Unit Type	AMI Set Aside	# of Units	Avg. Size	Gross Proj Rent
1 Bed / 1 Bath	40.0%	7	775	\$1,083
2 Bed / 2 Bath	40.0%	23	1,200	\$1,299
3 Bed / 2 Bath	40.0%	4	1,350	\$1,501
1 Bed / 1 Bath	60.0%	7	775	\$1,624
2 Bed / 2 Bath	60.0%	21	1,200	\$1,948
3 Bed / 2 Bath	60.0%	4	1,350	\$2,251
1 Bed / 1 Bath	80.0%	7	775	\$2,166
2 Bed / 2 Bath	80.0%	24	1,200	\$2,598
3 Bed / 2 Bath	80.0%	4	1,350	\$3,002
Studio - Market	Market	5	550	\$2,100
Studio - Market	Market	30	550	\$2,100
1/1 - Market	Market	15	775	\$2,650
TOTALS		151.00	142,227	297,014

Unit / Income Mix

Studio	35	# of 40% AMI	39	25.8%
1 Bedroom	36	# of 60% AMI	32	21.2%
2 Bedroom	68	# of 80% AMI	35	23.2%
3 Bedroom	12	# of market	45	29.8%
Total Bedrooms	151		151	

53.0% of the total units are at or above 80% AMI

Schedule G

OPM Guidance on Volume Cap

The volume cap is established by the IRS on a tax year (calendar year) basis. Volume cap allows an eligible issuer to issue their bonds as tax exempt for purposes that would otherwise be considered private activities and ineligible for tax exempt bonds. The 2020 total volume cap is \$375,129,825. It can only be provided for very specific purposes under federal law.

Our statutes further define its use as follows:

Connecticut Housing Finance Authority (60%)	\$225,077,895
Connecticut Innovations Incorporated (12.5%)	\$46,891,228
Municipal, CHESLA, Green Bank, Contingency (27.5%)	\$103,160,702
Total	\$375,129,825

Schedule H

Citi Community Capital Letter

Community Capital



June 25, 2020

JHM Group
1266 East Main Street, Suite 601
Stamford, CT 06902
(203) 348-2644
Attn: Todd McClutchy

Re: Commitment to utilize Governmental Lender Notes to finance a Multifamily Rental Project in an amount not to exceed \$50,870,000 Construction Loan / \$36,930,000 Permanent Loan relating to a new construction project to be known as Wall Street Place located in Norwalk, Connecticut (the "Property")

Ladies and Gentlemen:

Citibank, N.A. ("CITI") is pleased to offer to JHM Group ("Sponsor"), as the Sponsor of a to-be-formed affiliate ("Borrower"), this commitment ("Commitment") for financing, subject to the terms, requirements and conditions which follow. All capitalized terms used herein, unless otherwise defined, shall have the meaning set forth on Exhibit A annexed hereto and incorporated herein by this reference (the "Commitment Terms"). CITI's decision to issue this Commitment was made in reliance upon the representations and material supplied by Sponsor and Sponsor's representatives, as more particularly described on Exhibit B annexed hereto. CITI understands that Sponsor intends to submit this Commitment to the Norwalk Redevelopment Agency ("Governmental Lender") in support of Sponsor's application to obtain Governmental Lender Notes with respect to the financing of the Property. This Commitment is subject to, among other things, CITI completing due diligence to confirm the representations made by Sponsor and obtaining credit committee approval.

In connection with this Commitment, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Commitment, and nothing in this Commitment or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Commitment. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Commitment, if you have not already done so.

A. **Transaction Summary.** The terms of the tax-exempt financing transaction (the "Transaction") that is the subject of this Commitment are as follows:

1. On the issuance date (the "Closing Date"), CITI shall fund a loan (the "Funding Loan") to Governmental Lender, and Governmental Lender shall simultaneously issue a note (the "Governmental Lender Note") to CITI. The proceeds of the Funding Loan shall be used by Governmental Lender to make a tax-exempt loan (the "Tax-Exempt Loan" or the "Borrower Loan") to Borrower to finance the Property, for which the Governmental Lender receives a borrower note (the "Borrower Note"). Borrower shall be responsible for securing the issuance and delivery of the Tax-Exempt Loan by the Governmental Lender.
2. Upon closing of the transaction, the rights of Governmental Lender in the Borrower Loan and all documents evidencing and securing the Borrower Loan (the "Borrower Loan Documents") shall be assigned to a fiscal agent, which may be CITI (the "Fiscal Agent"), as security for the

Governmental Lender's obligations to CITI evidenced by the Governmental Lender Note. CITI will administer and direct the disbursement of the proceeds of the Funding Loan and the Borrower Loan and will oversee the construction work to be performed on the Property (the "Improvements"). The completion of the Improvements and all related work shall be performed during the Interim Phase (as hereinafter defined).

3. CITI shall have the right to engage a third party servicer ("Servicer") to provide limited servicing/oversight functions on behalf of CITI pursuant to a separate servicing agreement with CITI. CITI shall pay Servicer any applicable servicing fee.

4. At such time as the Conditions to Conversion set forth herein are satisfied, if ever, the Loan shall convert from the Interim Phase to the Permanent Period (as hereinafter defined). In the event that the Conditions to Conversion are not satisfied on or before the last day of the Interim Phase, as more particularly provided herein, at the option of CITI, the Tax-Exempt Loan will be subject to acceleration, and all obligations of CITI with respect to the transaction contemplated by this Commitment shall terminate.

5. CITI anticipates that CITI's interest in the Tax-Exempt Loan may be transferred to any eligible investor, which may be a government sponsored enterprise or institutional investor (or a trust for the benefit thereof) and CITI's underwriting and documentation will provide for the possibility of such transfer.

B. Conditions Precedent to Closing. The obligation of CITI to make the Funding Loan is subject to satisfaction of the following conditions precedent ("Conditions Precedent to Closing"), in each case in a manner acceptable to CITI. The form and substance of all documents and items submitted by Borrower hereunder must be acceptable to CITI and its counsel.

1. Credit Approval. This Commitment is subject, among other things, to CITI obtaining final credit committee approval. Sponsor understands and agrees that this Commitment is subject to final approvals as set forth in Part E.5. of this Commitment and is not an agreement to make a loan. Any documentation will be forthcoming only after final approval of the underwriting by CITI's credit committee. The financing will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in the Commitment.

2. Documents. Borrower shall duly authorize, execute and deliver or cause to be delivered at closing a Multifamily Note, a Multifamily Deed of Trust, Deed to Secure Debt or Mortgage, where appropriate (the "Security Instrument"), a Guaranty or Guarantees (including a Completion and Payment Guaranty for the Interim Phase and a Non-recourse Carve-out Guaranty), an Agreement of Environmental Indemnification, a Replacement Reserve Agreement, a Construction Funding Agreement, Assignments and any other assignment, financing statement, agreement or document required by CITI in connection with the Loan (collectively, the "Mortgage Documents"). The Funding Loan Agreement, the Regulatory Agreement, the Borrower Loan Agreement, the Borrower Note and all other documents executed or issued in connection with the transaction shall be referred to, collectively, as the "Tax-Exempt Loan Documents". The Security Instrument and Borrower Note shall initially be for the benefit of Governmental Lender and shall be assigned on the Closing Date to CITI. The Tax-Exempt Loan Documents must be in a form satisfactory to CITI and Governmental Lender. Where appropriate, the Mortgage Documents and the Tax-Exempt Loan Documents shall be acknowledged, recorded and filed in the public record, and all recording receipts promptly delivered to CITI.

3. Title Insurance. Borrower shall promptly deliver to CITI a commitment for a mortgagee's title insurance policy, prepared in accordance with CITI's title insurance instructions, along with a pro forma policy in the form included in such instructions. The title insurance commitment and policy must satisfy all of the requirements of such instructions and include such other coverage and

endorsements as CITI may require. The company and/or agent issuing the commitment shall be acceptable to CITI in all respects. Borrower shall also furnish CITI with copies of all instruments affecting title to the Property including, but not limited to, all instruments referenced in Schedule B of the pro forma policy.

4. UCC Search/Perfection. Borrower shall commission UCC searches in the real estate records and personal property records of the following jurisdictions and shall furnish written reports of such searches to CITI: (i) the jurisdiction where the Property is located, (ii) any other jurisdiction in which Borrower has its principal office for the conduct of its business, (iii) in the central UCC filing location specified by the law of the state where the Property is located, and (iv) any other office where filing is necessary to perfect Governmental Lender's or Fiscal Agent's security interest in the Collateral (as hereinafter defined). All such searches shall be updated to the time of recordation of the Mortgage Documents and shall show no security interests affecting the Property, Guarantor or Borrower, other than those naming Governmental Lender or Fiscal Agent as the secured party. Borrower shall cause the appropriate filing of financing statements, on forms supplied by CITI, evidencing Governmental Lender's or Fiscal Agent's perfected first priority security interest in all personal property, machinery, equipment, building materials, contract rights, furniture, fixtures, royalties, receivables and other rights related thereto, as well as all leases, rents, revenues and proceeds therefrom and all proceeds of the foregoing (collectively, the "Collateral"). Such filing shall be in compliance with both the Uniform Commercial Code, as adopted in the state in which the Property is located, and all other applicable laws affecting the perfection of security interests. Borrower shall furnish to CITI, promptly upon recordation, receipted or time stamped copies of the filed financing statements.

5. Authority. Borrower shall furnish to CITI certified documents satisfactory to CITI evidencing Borrower's power and authority to enter into the Mortgage Documents and the Tax-Exempt Loan Documents. If Borrower is a corporation, such documents shall include Borrower's Articles of Incorporation, Bylaws, corporate resolution relevant to the Loan, and a Certificate of Good Standing from the state of incorporation and the state where the Property is located. If Borrower is a partnership, such documents shall include a copy of the partnership agreement and partnership certificate, and the above-referenced corporate documents for any corporate general partner of Borrower. If Borrower is a limited liability company, such documents shall include a copy of the Articles of Organization and Operating Agreement and the Certificate of Authenticity or Certificate of Good Standing from the state of organization and the state where the Property is located.

6. Leases. The standard form of lease used at the Property shall be subject to the prior written approval of CITI. There must be no commercial leases affecting the Property, except for any laundry lease and other commercial lease disclosed in writing to and approved in writing by CITI and its counsel prior to the date of this Commitment. Any current commercial lease or laundry lease must be subordinated to the lien of the Security Instrument and other Mortgage Documents. Borrower agrees that any future commercial lease or laundry lease or renewal of any current commercial lease or laundry lease will contain language acceptable to CITI subordinating said lease to the lien of the Security Instrument and other Mortgage Documents. There must be no default under any current commercial lease or laundry lease.

7. Borrower's Management Agreement. Borrower shall furnish to CITI a copy of Borrower's management agreement. The management agreement must be with a professional management company and both the management company and the terms of the management agreement must be approved in writing by CITI. Borrower shall not make or permit to be made any changes to the management agreement without the prior written approval of CITI. Without limiting the foregoing, the management agreement must be terminable by owner on 30 days' notice, with or without cause

and without payment of any termination fee. If required by CITI, a portion of the management fee may be required to be subordinated to debt service and other amounts payable with respect to the Loan.

8. Rent Roll. If applicable, Borrower shall promptly furnish a copy of the rent roll for the Property, with an updated rent roll to be delivered contemporaneously with closing and as of the Conversion Date (as hereinafter defined).

9. Appraisal. CITI shall have received an appraisal of the Property satisfactory to CITI.

10. Opinion of Borrower's Counsel. Borrower shall deliver to CITI a written opinion by Borrower's counsel approved by CITI, addressed to CITI, Governmental Lender and Fiscal Agent and in the form furnished or approved by CITI's counsel.

11. Insurance. Borrower shall deliver to CITI an insurance policy evidencing the existence of insurance relating to the Property, which evidence shall include "paid" premium invoices, conforming in all respects to CITI's insurance requirements as provided to Borrower in a separate package, as same may, from time to time, be modified. Such insurance for the Property shall include, without limitation, coverage for acts of terrorism and, if applicable, flood insurance (as more particularly set forth in Paragraph 17 below). In addition, Borrower must deliver prior to closing (i) the original, or a copy certified by the insurance agent, of the policy(ies) of insurance; or (ii) the insurance binder; or (iii) a certificate of insurance (Acord Form 28 property or Acord Form 27 liability or other form, satisfactory to Lender, provided by the insurance agent); or (iv) original letter from the insurance carrier on the primary layer, signed by an officer of such carrier, attaching the form of insurance policy pursuant to which coverage is being provided, and, if applicable, original letter from each insurance carrier on the excess layers, signed by an officer of such carrier(s) agreeing that it is bound to the form of insurance policy delivered by the primary carrier (i.e., agreeing to "follow form" to the primary carrier). The letter must set forth the date by which the policy will be delivered to CITI, which must not be more than sixty (60) days following closing. All mortgagee/loss payee/additional insured endorsements must be attached to the letter.

12. Permits/Occupancy. Borrower shall deliver to CITI evidence satisfactory to CITI that all applicable governmental authorities have authorized construction of the Improvements and the development and, if applicable, the operation of the Property as a multifamily residential unit, including, without limitation, occupancy permits (if applicable) and building permits. Any nonresidential occupancy must be approved in writing by CITI.

13. Zoning/Subdivision. Borrower shall deliver to CITI certification from the local governmental authority (i) that the use of the Property as a multifamily residential complex complies with all zoning and subdivision ordinances and regulations applicable to the Property and that it is either a legal, conforming use or a legal, nonconforming use acceptable under CITI's underwriting standards, (ii) that the Property has been properly subdivided, and (iii) that the improvements on the Property can be rebuilt on the same location to their presently existing size, shape and density if partially or totally destroyed.

14. Access/Utilities. Borrower shall deliver to CITI evidence satisfactory to CITI that the Property is located on a publicly dedicated and maintained roadway or acceptable easement thereto, is served by public water and sewer systems, electricity and telephone service, and receives adequate municipal services (fire, police and transportation, among others).

15. Other Compliance. Borrower shall deliver to CITI evidence satisfactory to CITI that the Property, and Borrower's operation thereof, is in compliance with all local and/or state building, safety, health and fire codes, all clean air and water acts and other Hazardous Materials Laws (as hereinafter defined), and all equal opportunity, anti-discriminatory and fair housing requirements.

16. Survey. Borrower shall deliver to CITI a current, certified, "boundary" or "as-built" (as applicable) ALTA survey of the Property and surveyor's certificate, prepared by a registered engineer or surveyor approved by CITI. The survey and surveyor's certificate shall be satisfactory in form and substance to CITI and shall contain those matters set forth in CITI's survey instructions.

17. Flood Zone Map/Certification/Insurance. Borrower shall deliver to CITI a certification from Borrower's architect, engineer or surveyor stating whether the Property is located in a designated special Flood Plain Hazard area, as designated by appropriate federal agencies. If all or any portion of the Property is at any time during the term of the Loan, located in such an area, Borrower shall provide satisfactory evidence to CITI of the existence of flood insurance policies in the maximum amount required pursuant to applicable laws covering all of the improvements on the Property which lie within, are bounded by, or are in any way affected by such area.]

18. Operating Documents. Borrower shall furnish copies of any form documents used for the Property and any equipment leases, licenses, franchises, permits, contracts, and any other agreements required for the operation, use, management or occupancy of the Property, and all such items shall be subject to written approval by CITI.

19. Financial Statements of Borrower and Guarantor. CITI shall receive, for its review and approval detailed financial statements for Borrower, any principal in Borrower and each Guarantor, certified by Borrower, such principal or the Guarantor, as the case may be. CITI may also require updated and/or recertified financial statements as of the Closing Date.

20. Environmental Assessment Report. CITI shall receive and approve a written report or reports from CITI's independent environmental inspectors confirming that the Property and any site within the vicinity of the Property (i) has not contained and does not currently contain any Hazardous Material or underground storage tanks or any other pollutants that could be detrimental to the Property, human health or the environment, (ii) does not contain radon gas in levels unacceptable to CITI, (iii) complies with all applicable Hazardous Material Laws and has not been identified by any environmental regulatory body as a site containing Hazardous Material or underground storage tanks, (iv) shows no other environmental problem that would bring the Property within the purview of any federal, state or local environmental law or ordinance, and (v) contains no residual effect due to the removal of storage tanks or Hazardous Material. All deficiencies with respect to any environmental matters which CITI deems to be material shall be corrected by Borrower at its own expense to the satisfaction of CITI. "Hazardous Material" means and includes, without limitation, mold, asbestos and any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, lead-based paint, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic wastes, materials or substances under the Hazardous Material Laws. "Hazardous Material Laws" means and includes, all federal, state and local statutes, ordinances, regulations, orders, and decrees now or hereafter promulgated in connection with preserving the environment and/or the handling, storage, transport and disposal of Hazard Material.

21. Separate Tax Parcel(s). The Property shall constitute one or more separate and distinct tax parcels for purposes of all real estate taxes and assessments. There shall be no overlap whatsoever between the Property and any other property which will not be subject to the first lien of the Security Instrument. Borrower shall also furnish the most recent tax bills for the Property.

22. Opinion of Tax Counsel. CITI must receive from nationally recognized tax counsel approved by CITI an unqualified opinion (i) as to the validity and enforceability of the Tax-Exempt Loan, (ii) that the interest on the Tax-Exempt Loan is excluded from the gross income of

the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) that the interest on the Tax-Exempt Loan is excluded from the gross income of the owners thereof for state income tax purposes if such exclusion is available under state law. Tax counsel must have (a) addressed its opinion to CITI, (b) addressed its opinion to CITI or (c) provided CITI a letter, addressed to CITI, stating that CITI may rely upon the opinion. Both the opinion and, if applicable, the reliance letter must be satisfactory to CITI.

23. Governmental Lender Requirements. CITI must receive evidence that Governmental Lender shall not impose restrictions, requirements or conditions in connection with its willingness to issue the Tax-Exempt Loan that are unacceptable to CITI. The restrictions imposed by the Tax-Exempt Loan Documents must be consistent with the restrictions on the use of the Property, on the income of tenants and on any rent charge that was used in underwriting the Funding Loan. All restrictions, requirements, and conditions set forth in the Land Disposition & Development Agreement dated November 14, 2017 (and as amended) with the Governmental Lender shall be subordinated to the Funding Loan, and the form of subordinate agreement shall be subject to the review and approval of CITI in its sole discretion.

24. Low-Income Housing Tax Credits ("LIHTC"). CITI must approve any land use restriction agreement or regulatory agreement regulating or restricting the use or manner of operation of the Property and requiring that the Property be operated as a residential rental project occupied by individuals of low income (as provided for in the Treasury Regulations under Section 42(g) of the Internal Revenue Code). Such regulatory agreement must provide that the Property shall at all times be operated in such manner as to comply with the requirements of the Internal Revenue Code, the Treasury Regulations and IRS Rulings for obtaining and for preserving the LIHTC. In addition, the eligibility of the Property for LIHTC shall be evidenced to CITI in a manner satisfactory to CITI. Such regulatory agreement must be reviewed and approved in writing by CITI.

25. Equity and Funding Conditions. CITI must approve the partners/members (including the Tax Credit Investor), the applicable investment agreement, and the organizational documents of Borrower. CITI must receive and approve evidence satisfactory to CITI in all respects that the amount of the equity contribution is projected to be at least the level used by CITI in underwriting the transaction. Borrower's organizational documents shall contain restrictions acceptable to CITI on the syndication or other transfer of the Tax Credit Investor's interest, in whole or in part (including any interest therein), to eligible investors. In addition, prior to the Closing Date, CITI must receive and approve evidence satisfactory to CITI in all respects that Borrower (i) has timely received all required equity contributions to be made to Borrower as of the Closing Date, (ii) has fully funded, for the benefit of the Property, all cash required to be invested in the Property as of the Closing Date, and (iii) has made satisfactory arrangements to fund all cash required to be funded after the Closing Date. Borrower must also provide and CITI must approve in writing any developer's agreement relating to the Property.

26. Interim Phase Budget. CITI will require satisfactory evidence that other funds and Loan Proceeds are adequate to complete the Improvements and carry the costs of the Property (including but not limited to interest, taxes, insurance, and operating costs), as determined by CITI based upon its review of scope of work, the Appraisal and other relevant information. CITI reserves the right to receive, review and approve all project expenditures made prior to closing.

27. Architectural Consultant and Construction Inspector. CITI shall have approved an architectural consultant to monitor the progress of the Improvements (the "Architectural Consultant") and Borrower and the Architectural Consultant shall have executed and delivered to CITI an agreement in form and substance acceptable to CITI, pursuant to which the Architectural

Consultant shall agree to certify hard cost progress payments and to provide the certifications required pursuant to this Commitment upon completion of the Improvements. In addition, CITI will enter into an agreement directly with a construction inspector ("Construction Inspector") for the benefit of CITI, but at the sole cost and expense of Borrower, to review the plans and specifications, contracts and budget for the Improvements and to monitor the progress of the construction of the Improvements in the manner required by CITI.

28. Approved Plans. CITI and its engineering consultants and the Construction Inspector shall have received and approved the plans and specifications for the Improvements (such plans and specifications, as approved by CITI are referred to herein as the "Approved Plans"), the budget for completion of the Improvements, a fixed or a guaranteed maximum price contract for completion of the Improvements with a general contractor acceptable to CITI and a construction draw schedule for the Improvements.

29. Change Orders. The Approved Plans and the Construction Contract, and any change orders issued thereunder, will be subject to the approval of CITI.

30. Contractors. The architect, general contractor and such other contractors and subcontractors with respect to the Property as shall be identified by Borrower and approved by CITI shall have acknowledged the collateral assignment of their respective contracts to CITI and agreed in writing to continue performance on behalf of CITI under their respective contracts without additional cost in the event of a default by Borrower, which agreements shall be in form and substance acceptable to CITI and its counsel.

31. Payment and Performance Bonds. To the extent indicated on Exhibit A hereto, Borrower shall be required to deliver to CITI payment and performance bonds with respect to its contractor and major subcontractors (as determined by CITI).

32. Additional Documents. Upon request by CITI, Borrower shall furnish CITI with any documentation being furnished to any other party lending or investing in the Property (including CITI), including any plans for the Improvements, construction budgets, contracts and disbursement requests. In addition, Borrower shall deliver to CITI all other documents, instruments and other items required by CITI in connection with the making of the Funding Loan.

33. Additional Funding Requirements. All final documentation and due diligence must be delivered to tax counsel and/or counsel to CITI prior to the release of any funds for the Funding Loan, and under no circumstances will CITI authorize the closing of the Funding Loan until counsel to CITI has received the following final documentation: , Funding Loan Agreement, Borrower Loan Agreement, Construction Funding Agreement, Contingency Draw Down Agreement, Tax Certificate (or comparable document), Multifamily Note(s), the regulatory agreement/land use restriction agreement associated with the Tax-Exempt Loan, TEFRA approval(s), Governmental Lender's resolution(s), proof of volume allocation, IRS Form 8038, final opinions of tax counsel and Borrower's counsel, any enhancement instrument, and, if applicable, all documentation required from HUD.

34. Fees and Expenses. Borrower shall have paid the Origination Fee (as hereinafter defined) and any other costs and expenses then due and payable pursuant to the provisions of this Commitment.

C. Conversion of the Mortgage Loan to the Permanent Phase. The conditions set forth in the Tax-Exempt Loan Documents (collectively, the "Conditions to Conversion") must be satisfied no later than the date that is ninety (90) days prior to the last day of the Interim Phase (the "Conversion Package Submission Date"), and must continue to remain satisfied through the date of conversion of the Loan to the Permanent Phase (the "Conversion Date") as will be set forth in the Loan Documents, in each case, in a manner

acceptable to CITI, if the Loan is to convert from the Interim Phase to the Permanent Phase. For purposes of this Commitment, the term Interim Phase means the period from the Closing Date through the day prior to the Conversion Date and the term Permanent Phase means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Loan.

D. Fees and Expenses. Borrower shall be responsible for the following fees and expenses in connection with the financing:

1. Application Fee. Borrower hereby acknowledges requirement of an application fee (the "Application Fee") as set forth in the Commitment Terms, which amount shall be non-refundable. In the event additional funds are required to complete CITI's review and due diligence, Borrower will be advised of such costs in advance. Any and all additional costs will be billed to Borrower as they are incurred. The Application Fee is applicable toward third party reports, underwriting and processing (as set forth in the Commitment Terms), and CITI's legal fees.
2. Origination Fee. The Origination Fee as set forth in the Exhibit A shall be due and payable on the Closing Date. The Origination Fee reflects a fee payable to CITI in exchange for providing financing for the Project.
3. Conversion Fee. Borrower shall pay CITI a Conversion Fee as set forth in the Commitment Terms for CITI's services in processing information to determine whether the Conditions to Conversion have been satisfied. The Conversion Fee shall be due when Borrower first submits information to satisfy the Conditions to Conversion.
4. Fees and Expenses. Sponsor shall pay when due, whether or not the closing occurs, all reasonable and actual expenses, fees and charges with respect to the cost of issuance of the Tax-Exempt Loan (including tax and Governmental Lender counsel fees, Governmental Lender fees, Fiscal Agent fees, Fiscal Agent counsel fees, financial adviser fees, printing and mailing costs and other Tax-Exempt Loan related fees and costs), and the Tax-Exempt Loan processing and closing, or in any way connected therewith, including, without limitation, appraisal fees, survey costs, title insurance costs, architectural fees, engineering fees, inspection fees, mortgage or similar taxes and all attorneys' fees and legal costs of CITI. Without limiting the foregoing, Sponsor specifically agrees to pay all costs relating to document preparation and review of real estate due diligence items by counsel to CITI.

E. Assignment; Acceptance; Termination.

1. Acceptance. In order for this Commitment to be binding on CITI, Sponsor must execute a copy of this Commitment and return it to CITI within five (5) business days after the date first set forth above (the "Outside Acceptance Date"), time being of the essence.
2. Expiration. This Commitment must be accepted on or before the Outside Acceptance Date, and the Tax-Exempt Loan must be issued prior to the Outside Closing Date set forth in the Commitment Terms, or this Commitment shall terminate and be of no further force and effect; provided, however that the provisions of this Commitment that explicitly survive termination shall continue in full force and effect. In the event that Sponsor does not obtain an allocation for the full amount of the Tax-Exempt Loan at least thirty (30) days prior to the Outside Closing Date, or the issuance of the Tax-Exempt Loan and the making of the Funding Loan by CITI does not occur by the Outside Closing Date, Sponsor may request an extension of this Commitment (not to exceed ninety (90) days), which shall be in CITI's sole discretion. In the event the requested extension is approved by CITI in its sole discretion, in addition to the Origination Fee and other amounts due hereunder, Sponsor shall pay to CITI a Commitment extension fee as outlined in Exhibit A.
3. Termination. CITI may terminate this Commitment at any time if:

a. Any material adverse change (financial or otherwise) shall occur at any time prior to the Closing Date with respect to (i) the Property, the proposed Improvements, and/or the other security for the Tax-Exempt Loan, or (ii) the credit of Borrower and/or Sponsor (and/or any of the principals of Borrower and/or Sponsor) or any Guarantor or any other person or entity connected with the Loan, or (iii) any other source of repayment of the Loan.

b. Any part of the Property shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened as of the Closing Date, or any part of the Property is damaged and not repaired to CITI's satisfaction prior to the Closing Date.

c. If requested, certifications of the non-occurrence of (a) and (b) above, in form acceptable to CITI, are not executed by Borrower on the Closing Date, or if Borrower has not delivered on the Closing Date updated personal financial statements for any Guarantor.

d. After acceptance of this Commitment, the Tax-Exempt Loan is not issued and closed on or prior to the Outside Closing Date (as the same may be extended pursuant to Section E2.).

e. If, in CITI's sole judgment, CITI's underwriting and due diligence indicate the reasonable possibility of a material adverse change in the Property, the proposed Improvements, the Sponsor, the Borrower and/or any Guarantor.

f. If the OFAC representation and warranty in Section F5. is no longer true and correct.

4. Upon termination, Sponsor shall pay to CITI any other reasonable damages CITI may have incurred due to non-delivery of the Tax-Exempt Loan. **Sponsor's or Borrower's obligation to pay all amounts due under this Commitment shall survive the termination or expiration of this Commitment.** If Sponsor or Borrower fails or refuses to comply with the terms of this Commitment, CITI, at its option, shall have the right to enforce any rights and remedies it may have at law or in equity, including, but not limited to, the collection of costs and expenses arising out of such breach, including reasonable attorneys' fees and disbursements.

5. Final Underwriting. By accepting this Commitment, Sponsor expressly acknowledges that the obligation of CITI to provide the Funding Loan is subject to the completion of final loan underwriting by CITI, final CITI loan committee approval, and the satisfaction of any additional or differing conditions including interest rates that may be required by CITI as a result of such committee approval. By accepting this Commitment, Sponsor expressly acknowledges that the obligation of CITI to provide the financing described in this Commitment is subject to the satisfaction of the obligations and terms and conditions required by CITI for new construction and rehabilitation projects.

F. Miscellaneous.

1. Further Assurances. Sponsor hereby expressly acknowledges that CITI intends to incur costs upon acceptance of this Commitment. Upon acceptance of the Commitment, Sponsor shall be strictly obligated to close the transaction contemplated hereby. Sponsor acknowledges that failure to close the transaction will subject CITI to substantial costs and damages. Therefore, Sponsor hereby expressly agrees:

a. To perform all of the requirements, terms and conditions contained herein at the time and in the manner herein and as required by CITI.

b. Refrain from taking any action that would result in CITI's inability to arrange for the making of the Funding Loan.

c. On the request of CITI, to re-execute or ratify any of the Mortgage Documents and/or the Tax-Exempt Loan Documents, or execute any other documents as may be reasonably necessary to effect the delivery of the Tax-Exempt Loan to any investor.

2. **Indemnification for Brokerage Commissions.** Sponsor acknowledges and agrees that any fees due for Tax-Exempt Loan or related mortgage loan origination services shall be Borrower's sole responsibility. Borrower and Sponsor shall indemnify and hold CITI harmless from and against any and all claims, demands and liability for brokerage commissions, assignment fees, finders' fees or other compensation whatsoever arising from the issuance of this Commitment, the making of the Tax-Exempt Loan that may be asserted against CITI by any person or entity. **Sponsor's and Borrower's obligation to indemnify CITI hereunder shall survive the termination or expiration of this Commitment.**

3. **Authorization.** Sponsor and the undersigned Guarantor hereby authorize CITI to obtain and forward any and all credit information, including credit reports and financial statements and all other information of any kind received or reasonably required in connection with this Commitment to any rating agency and to any potential investor.

4. **Exclusivity.** The terms and provisions of this Commitment are intended for the sole and exclusive benefit of CITI and Borrower, and not for the benefit of, nor for the purpose of being relied upon, by any other party.

5. **OFAC Provisions.** Sponsor hereby represents and warrants that no portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity. Sponsor further represents and warrants that to the best of Sponsor's knowledge, after having made diligent inquiry, Sponsor, Borrower, each Person owning a direct or indirect interest in Borrower, each Guarantor, each person owing a direct or indirect interest in each Guarantor, the Property Manager, and each tenant at the Property: (a) is not currently identified on OFAC List, and (b) is not a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The Sponsor further acknowledges and agrees that it shall have a continuing obligation during the processing of this Commitment to notify CITI promptly if it knows or has reason to believe that the representations and warranties contained herein are no longer correct. Sponsor has implemented procedures, and will consistently apply those procedures throughout the term of the Tax-Exempt Loan, to ensure the foregoing representations and warranties remain true and correct during the term of the Tax-Exempt Loan. For the purposes hereof, "OFAC List" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Requirements of Law, including, without limitation, trade embargos, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States, which OFAC List is accessible through the internet website <http://www.treasury.gov/ofac/downloads/tl1sdn.pdf>, and "Person" means an individual, partnership, limited partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

6. **Borrower's Representations.** The validity of this Commitment and CITI's obligations hereunder shall at all times be subject to the accuracy and validity of all information and

representations furnished by Sponsor to CITI with regard to the Tax-Exempt Loan, which shall have been and shall continue to be true and not misleading in all material respects.

7. Loan Data. All inspections, reports, appraisals, environmental studies or other data submitted to, commissioned for, conducted or produced by or for CITI are for its benefit and use and shall be the property of CITI. No right of inspection or approval contained in this Commitment shall be deemed to impose upon CITI any duty or obligation whatsoever to take any action or to notify any person with respect thereto, and no liability shall be imposed upon any such party and no warranty shall be deemed or construed to arise by reason of any inspection undertaken or approval given by any such party, its agents, employees or representatives, any such inspections and approvals being made solely for the benefit of such party. **The provisions of this paragraph shall survive the termination or expiration of this Commitment.**

8. Discretion. In any instance where the consent or approval of CITI may be given or is required, or where any determination, judgment or decision is to be rendered by CITI under this Commitment, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by CITI (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

9. Waiver. CITI reserves the right, in its sole discretion, to waive in whole or part any of the terms, requirements and conditions in this Commitment, the Mortgage Documents, the Funding Loan Agreement or other documents referenced herein; provided, however, that such waiver shall in no event be construed to constitute a waiver of the applicable terms, requirements or conditions as they may apply in the future.

10. Successors and Assigns. Sponsor acknowledges and agrees that CITI at its option may assign or otherwise transfer the Governmental Lender Notes and all documents evidencing and securing the Funding Loan including, but not limited to, this Commitment, to other parties subsequent to the execution of this Commitment. Neither Sponsor nor Borrower may assign its rights, interest, or obligations under this Commitment without first obtaining CITI's prior written consent. This Commitment shall be binding upon the successors and permitted assigns of Borrower.

11. Governing Law. This Commitment shall be governed by and construed in accordance with the laws of the State of New York. Sponsor agrees that any legal action that may arise out of this Commitment will be commenced only in the United States District Court, Southern District of New York, or New York State Courts sitting in New York County, New York, and Sponsor hereby submits to the jurisdiction of any such court. All Mortgage Documents and Tax-Exempt Loan Documents (other than this Commitment) shall be governed by the laws of the State where the Property is situated. **The governing law election with respect to this Commitment shall survive the termination or expiration of this Commitment.**

12. WAIVER OF TRIAL BY JURY. SPONSOR AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS COMMITMENT OR THE RELATIONSHIP BETWEEN CITI, AND BORROWER OR SPONSOR THAT IS TRIABLE OF RIGHT BY A JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN BY SPONSOR KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL AND APPLIES TO ALL ACTIONS WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE. **THIS PROVISION SHALL SURVIVE THE TERMINATION OF EXPIRATION OF THIS COMMITMENT.**

13. Survival. The covenants, terms and conditions set forth in this Commitment shall not survive the Closing Date (unless expressly provided to the contrary). In the event of any conflict between this Commitment and the Mortgage Documents and/or the Funding Loan Documents, the Mortgage Documents and/or the Funding Loan Documents, as applicable, shall prevail.

14. Confidentiality. The provisions of this Commitment and all of the terms and conditions contained herein are confidential and Sponsor shall not share this Commitment, or the terms and conditions contained herein, with any third party; provided however, Sponsor may show this Commitment to the Governmental Lender in connection with its application for issuance of the Governmental Lender Notes. **This confidentiality provision shall survive the termination or expiration of this Commitment.**

15. Anti-Tying Policy. CITI maintains a policy of strict compliance to the anti-tying provisions of the U.S. Bank Holding Company Act of 1956, as amended, and the regulations issued by the Federal Reserve Board implementing the anti-tying rules (collectively, the "Anti-tying Rules"). Moreover, our credit policies provide that credit must be underwritten in a safe and sound manner and be consistent with Section 23B of the Federal Reserve Act and the requirements of federal law. Consistent with these requirements and our Anti-tying Policy:

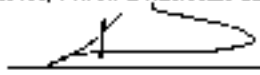
- a. The extension of commercial loans or other products or services to you by CITI or any of its subsidiaries will not be conditioned on your taking other products or services offered by CITI or any of its subsidiaries or affiliates, unless such a condition is permitted under an exception to the Anti-tying Rules.
- b. CITI will not vary the price or other terms of any product or service offered by CITI or its subsidiaries on the condition that you purchase another product or service from CITI or any of its affiliates, unless CITI is authorized to do so under an exception to the Anti-tying Rules.
- c. CITI will not require you to provide property or services to CITI or any affiliate of CITI as a condition to the extension of a commercial loan to you by CITI or any of its subsidiaries, unless such a requirement is reasonably required to protect the safety and soundness of the loan.
- d. CITI will not require you to refrain from doing business with a competitor of CITI or any of its affiliates as a condition to receiving a commercial loan from CITI or any of its subsidiaries, unless the requirement is reasonably designed to ensure the soundness of the loan.

[No Further Text on this Page]

If you have any questions relating to this Commitment, or if we can be of any further assistance, please do not hesitate to let us know.

Very truly yours,

CITIBANK, N.A., a national banking association

By: _____

Name: *Kelly M. Howell*

Title: Vice President

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

Date: _____

SPONSOR:

By: _____

Name: _____

Title: _____

EXHIBIT A

COMMITMENT TERMS

This Exhibit A is an integral part of, and establishes additional terms, conditions and requirements of, the Commitment to which this is annexed.

SUMMARY OF MORTGAGE LOAN TERMS

Project:	Wall Street Place, a 151-unit multifamily new construction project located at 61 Wall Street and 17 Isaacs Street in Norwalk, CT.
Maximum Tax-Exempt Construction Phase Loan Amount:	An amount estimated to be \$50,870,000
Maximum Tax-Exempt Permanent Phase Loan Amount:	An amount estimated to be \$36,950,000
Number of Units:	151
Low-Income Units:	34 units (22.5% of the units) @ 40% of AMI 52 units (21.0% of the units) @ 60% of AMI 34 units (22.5% of the units) @ 80% of AMI 50 units (33.0% of the units) @ Market 1 unit (1.0% of the units) reserved for Manager
Construction Phase Loan Interest Rate (estimate) ¹ :	Variable rate equal to One Month LIBOR (with a Floor of 0.50%) plus a spread of 2.25%. The rate adjusts monthly. Currently, One Month LIBOR is trading at approximately 0.19% (below the floor) for an all-in rate of 2.75%.
Permanent Phase Loan Interest Rate (estimate) ¹ :	Fixed Rate equal to 18 Year LIBOR swap index (with a floor of 0.85%) plus a spread of 2.75%. The rate shall be locked at construction loan closing. Currently, the 18 Year LIBOR swap index is trading at approximately 0.94% for an all-in rate of 3.69%.
Financing Fee:	A fee, payable to CITI, equal to 1.00% of the amount of the Maximum Tax-Exempt Construction Phase Loan Amount. This fee includes permanent lending services.
Conversion Fee:	\$10,000
Guarantor(s):	John H. McClutchy, or Individuals or Corporate Entities acceptable to CITI in all respects.

¹ The estimated rate does not include Governmental Lender, Fiscal Agent, or miscellaneous third party fees.

Outside Closing Date:	December 2020
Initial Construction Period:	30 Months
Outside Conversion Date	June 2023, subject to extension upon availability and satisfaction of such extension requirements.
Possible Extension Period(s):	Two (2) Six Month Extensions.
Permanent Loan Term:	15 years following Conversion.
Amortization Period:	35 years
Lockout Period:	10 years following Conversion.
Pre-payment Premium:	Yield Maintenance from 10 years until 6 months prior to maturity.
Loan Sizing Criteria:	<u>Maximum Loan to Value: 85%</u> <u>Maximum Loan to Cost: 80%</u> <u>Debt Service Coverage: 1.15x</u>
Required Reserves following Conversion:	\$250/Unit/Year for Years 1-5. Thereafter, subject to increases once every 5 Years, based upon a physical needs assessment
Approved Subordinate Financing:	The terms, conditions and documentation of the Approved Subordinate Financing, including the form of subordination agreement subordinating the Approved Subordinate Financing to the Loan, are subject to the review and approval CTTJ in its sole discretion.
Payment and Performance Bonds:	Required from General Contractor.
Tax Credit Equity Provider:	Must be acceptable to CTTJ in all respects.

EXHIBIT B

Initial Due Diligence Completed

1. Review of proposed income and expense statements (budget).
2. Review of estimated sources and uses statement.

Wall Street Redevelopment Proposal
June 25, 2020

PLANS:

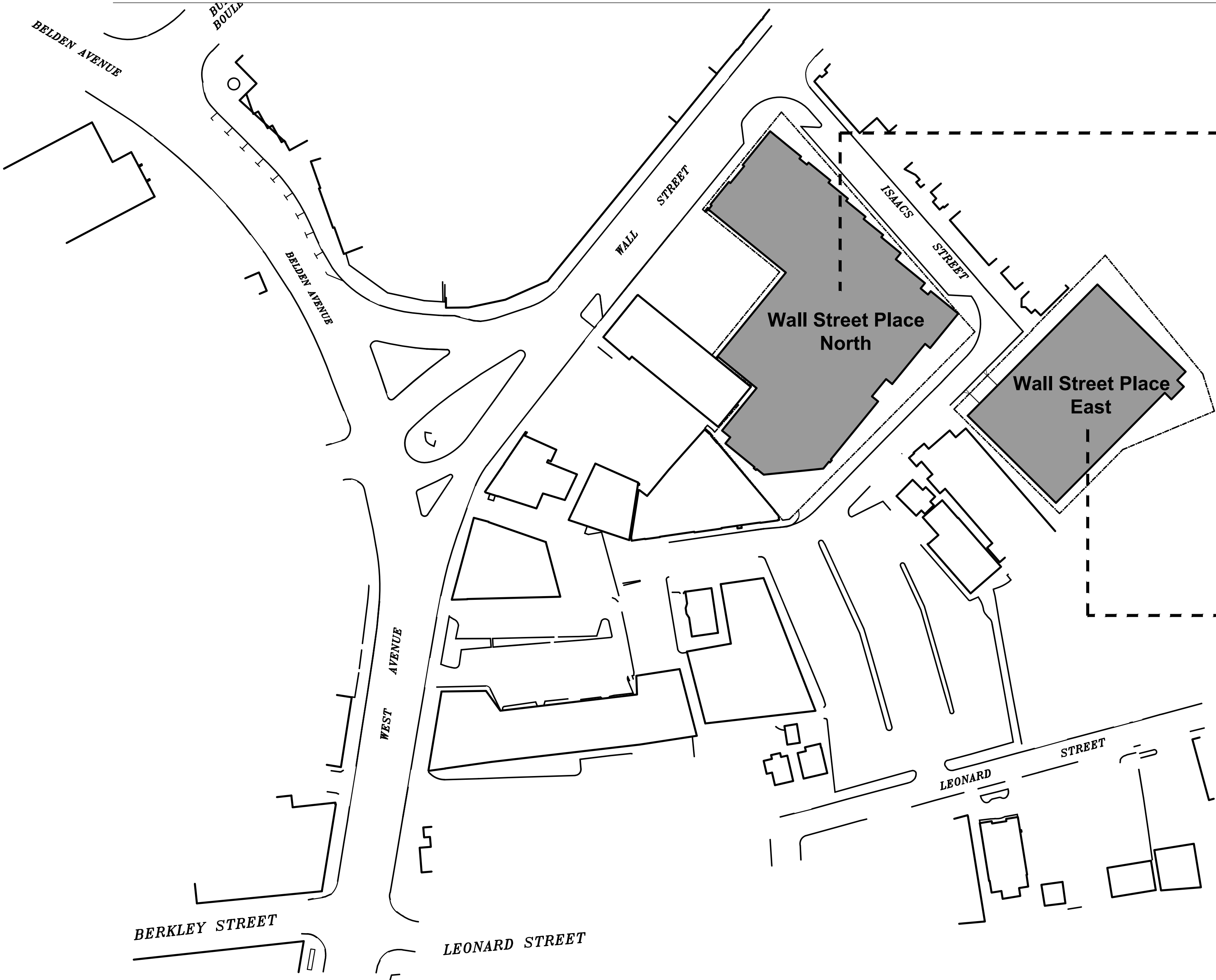
Wall Street Place Preliminary Design progress plan set, dated June 9, 2020,
prepared by Crosskey Architects, LLC and Redniss & Mead

WALL STREET PLACE PRELIMINARY DESIGN

NORWALK, CT

JUNE 9, 2020

PROGRESS SET ONLY



PROJECT INFORMATION							
N O R T H	UNIT MATRIX						
	FLOOR	STUDIO	1 BED	2 BED	3 BED	TOTAL	GROSS SQ. FT.
	BASEMENT	-	-	-	-	0	11,098 GROSS SQ. FT.
	FIRST	-	-	-	-	0	21,688 GROSS SQ. FT.
	SECOND	-	6	14	2	22	32,524 GROSS SQ. FT.
	THIRD	-	8	15	2	25	31,780 GROSS SQ. FT.
	FOURTH*	-	3	20	2	25	31,780 GROSS SQ. FT.
	FIFTH**	-	3	13	4	20	31,780 GROSS SQ. FT.
	SIXTH	-	1	6	2	9	15,927 GROSS SQ. FT.
	TOTAL:	0	21	68	12	101	176,437 GROSS SQ. FT.
* DUPLEX UNITS ON 4TH AND 5TH FLOORS ARE COUNTED ON THE 4TH FLOOR ** DUPLEX UNITS ON 5TH AND 6TH FLOORS ARE COUNTED ON THE 5TH FLOOR							

PROJECT INFORMATION									
E A S T	PARKING SUMMARY				RESIDENTIAL SUMMARY				
	FLOOR	CARS	HC CARS	TOTAL	ST	1 BED	2 BED	TOTAL	GROSS SQ. FT.
	BASEMENT	21	-	21	-	-	-	-	594 GROSS SQ. FT.
	GRADE	48	5	53	-	-	-	-	1,124 GROSS SQ. FT.
	SECOND	68	-	68	-	-	-	-	848 GROSS SQ. FT.
	THIRD	15	-	15	3	20	2	25	23,736 GROSS SQ. FT.
	FOURTH	-	-	-	3	20	2	25	23,736 GROSS SQ. FT.
	TOTAL:	152	5	157	6	40	4	50	50,038 GROSS SQ. FT.

NOTE: AREAS NOTED ABOVE DO NOT INCLUDE UNCONDITIONED SPACE.

OWNER



JHM FINANCIAL GROUP, LLC
1281 EAST MAIN ST, SUITE 201
STAMFORD, CT 06902

ARCHITECT



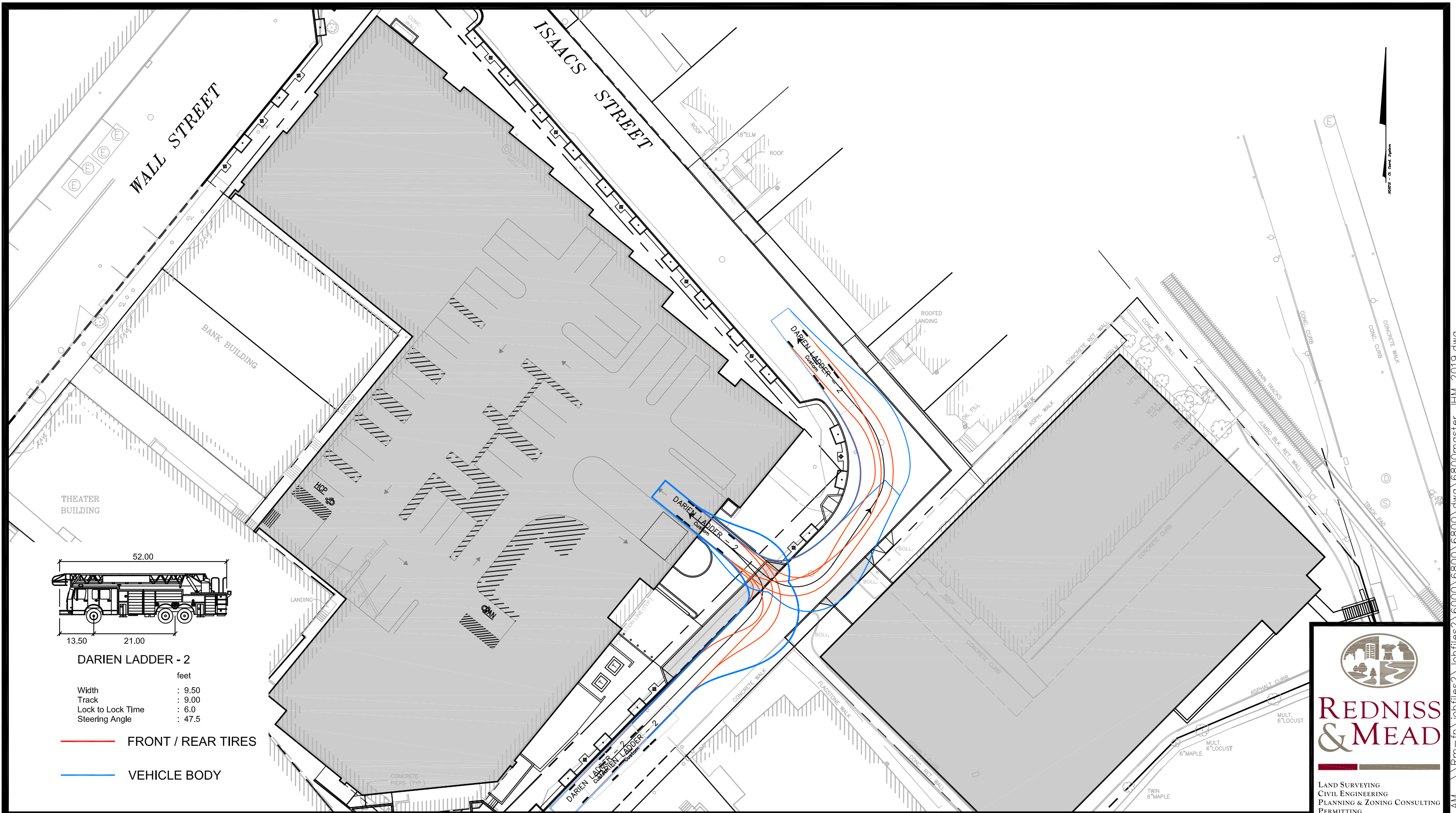
CROSSKEY ARCHITECTS, LLC
750 MAIN ST, SUITE 150
HARTFORD, CT 06103
(860) 724-3000

CIVIL ENGINEER



REDNISS & MEAD
22 FIRST STREET
STAMFORD, CT 06905
(203) 327-0500





52' FIRE TRUCK TURN EXHIBIT 7
WALL STREET PLACE
NORWALK, CT



**REDNISS
& MEAD**

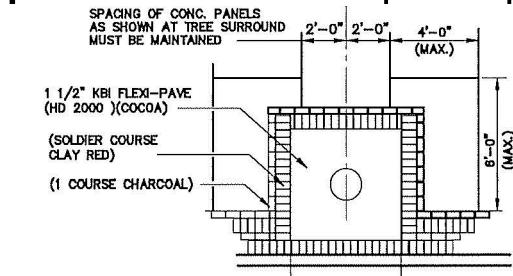
LAND SURVEYING
CIVIL ENGINEERING
PLANNING & ZONING CONSULTING
PERMITTING

22 First Street | Stamford, CT 06905
Tel: 203.327.0500 | Fax: 203.357.1118
www.rednissmead.com

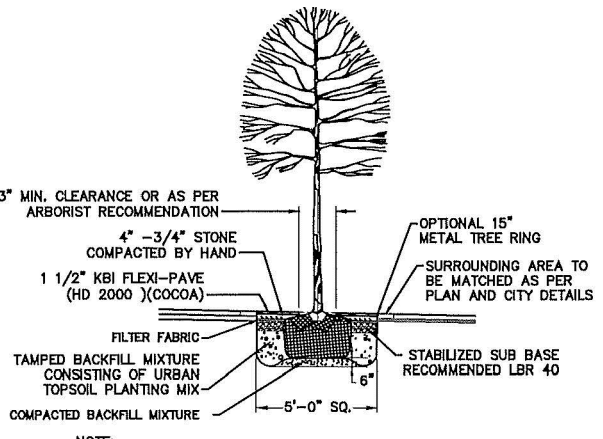
COMM. NO.: 6800	DATE: 05/20/2020
SCALE: 1"=40'	

5/20/2020 8:47 AM \\Rm-fp\jobfiles2\Jobfiles2\6000\6800\6800master JHM 2019.dwg

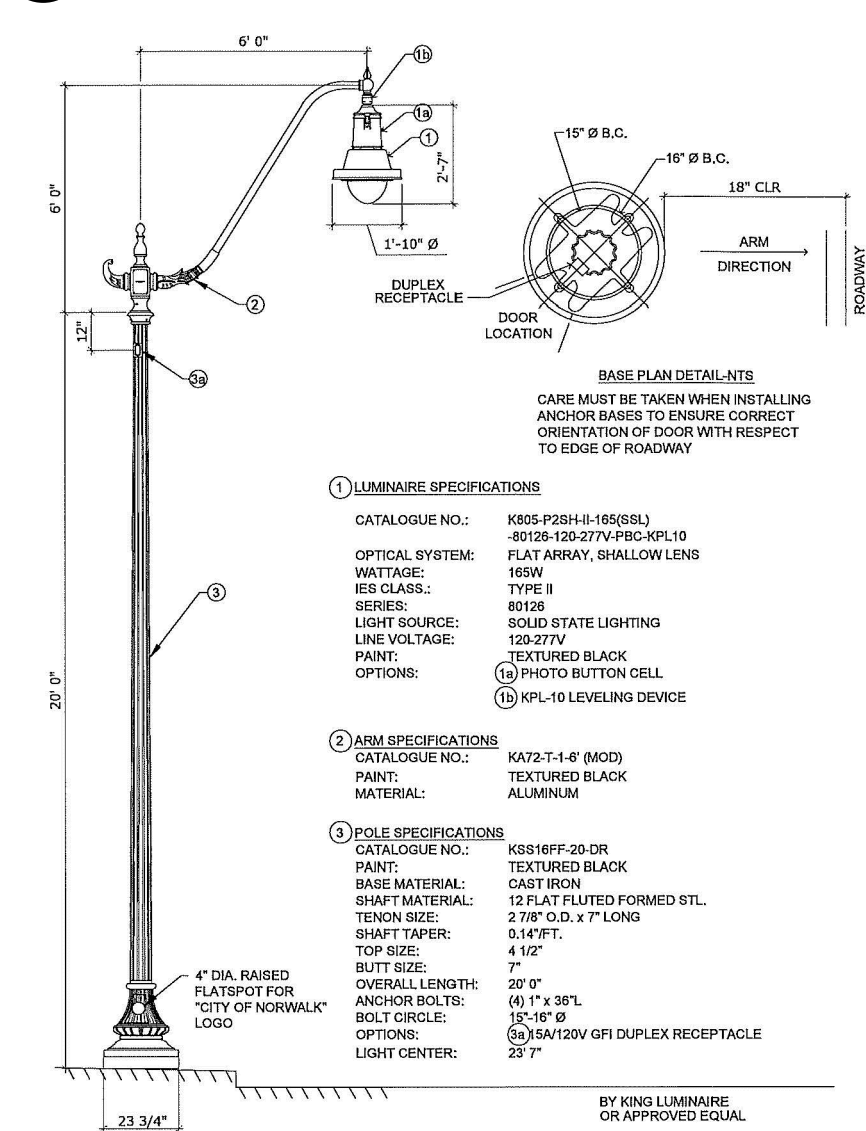
PLANT SCHEDULE						
CATEGORY	SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOTS
DECIDUOUS TREES	AR	5	ACER RUBRUM "OCTOBER GLORY"	"OCTOBER GLORY" RED MAPLE	3 1/2" - 4 1/2" cal	B & B
	BA	16	FRAXINUS NIGRA	BLACK ASH	3 - 3 1/2" cal	B & B



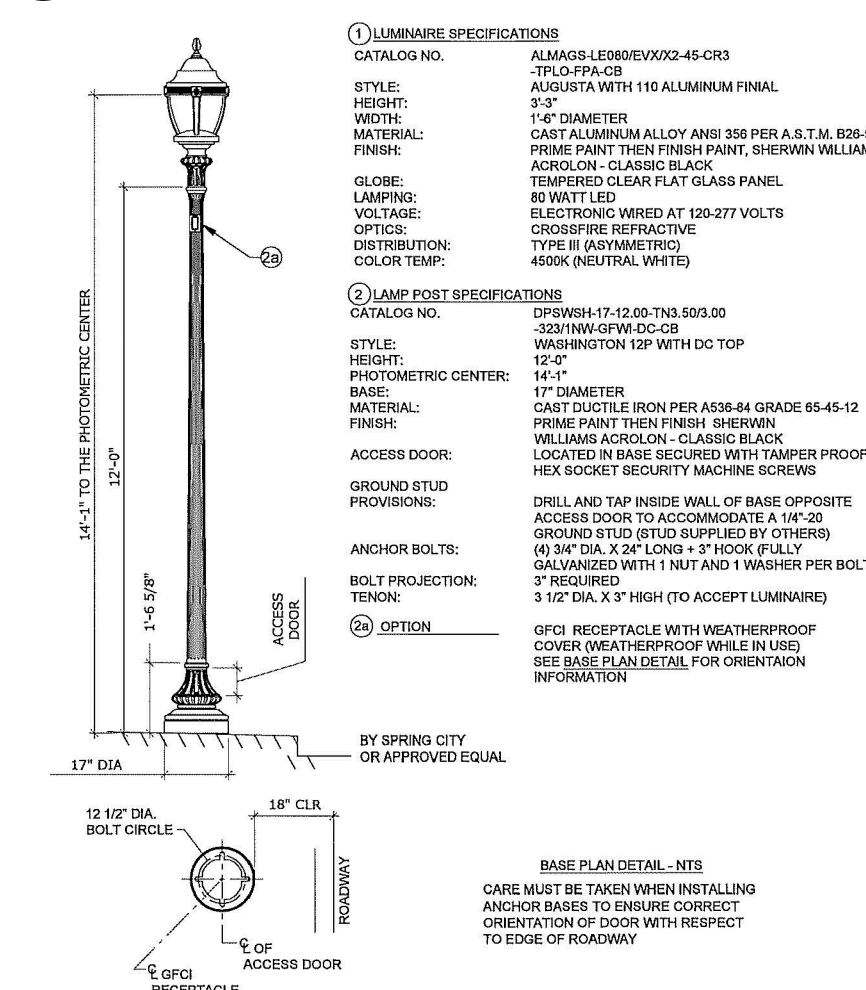
TREE SURROUND PLAN
(SEE PLANS FOR LAYOUT)
KBI FLEX-PAVE OR
APPROVED EQUAL



**CITY OF NORWALK
TREE SURROUND PLAN & DETAIL**
SCALE: N.T.S.

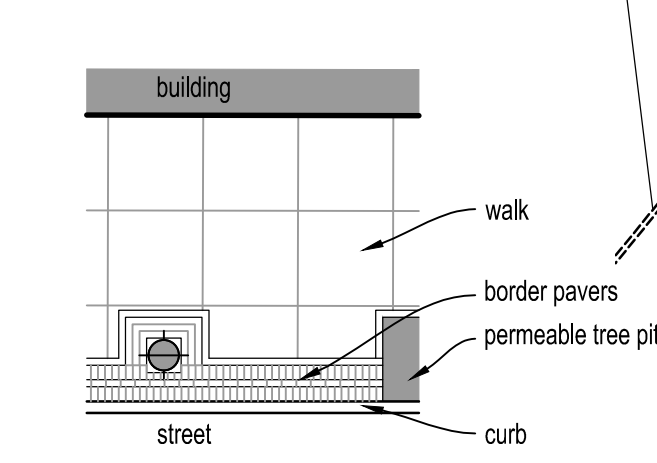


**CITY OF NORWALK
ROADWAY PENDENT LIGHT DETAIL**
SCALE: N.T.S.

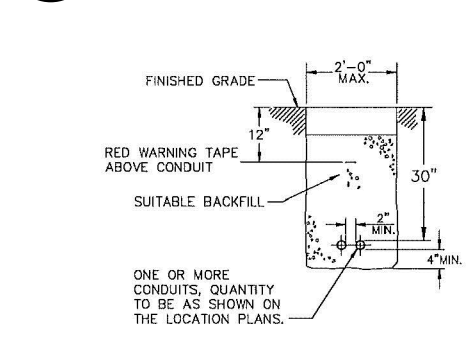


**CITY OF NORWALK
PEDESTRIAN LIGHT & POLE DETAIL**
SCALE: N.T.S.

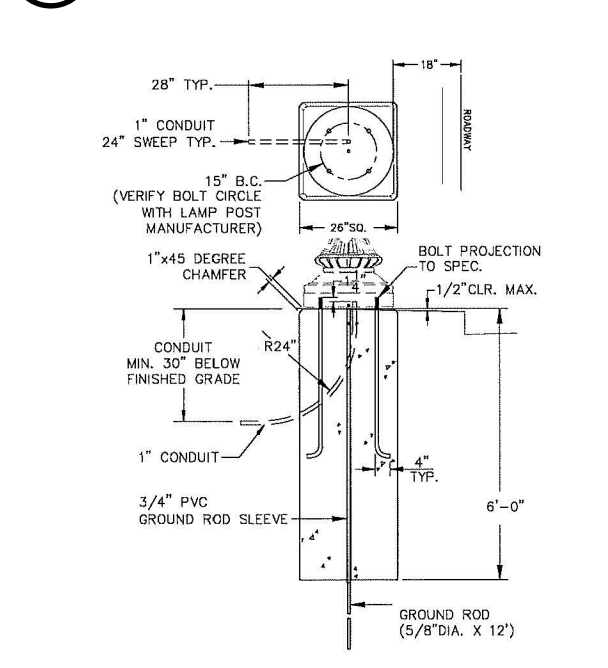
SITE BENCH DETAIL
SCALE: N.T.S.



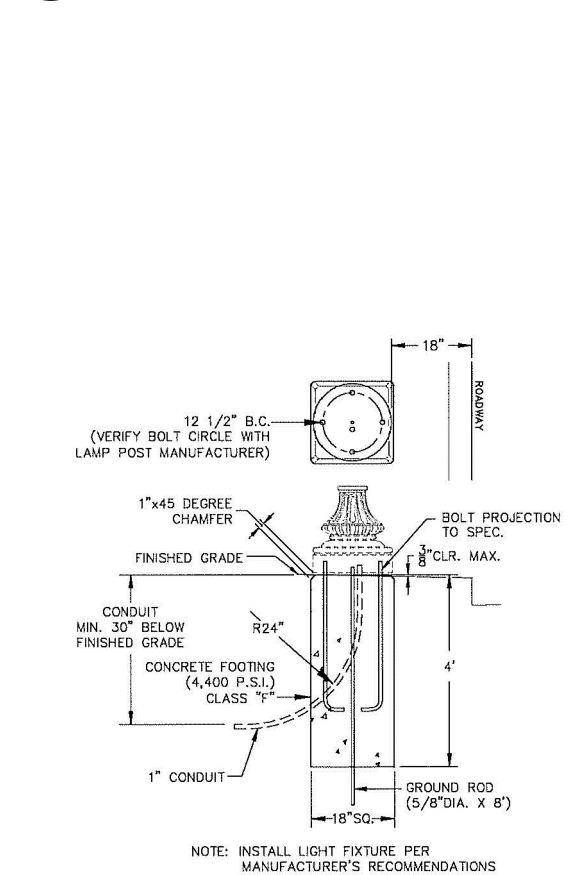
**CITY OF NORWALK TYP
SIDEWALK PLAN DETAIL**
SCALE: N.T.S.



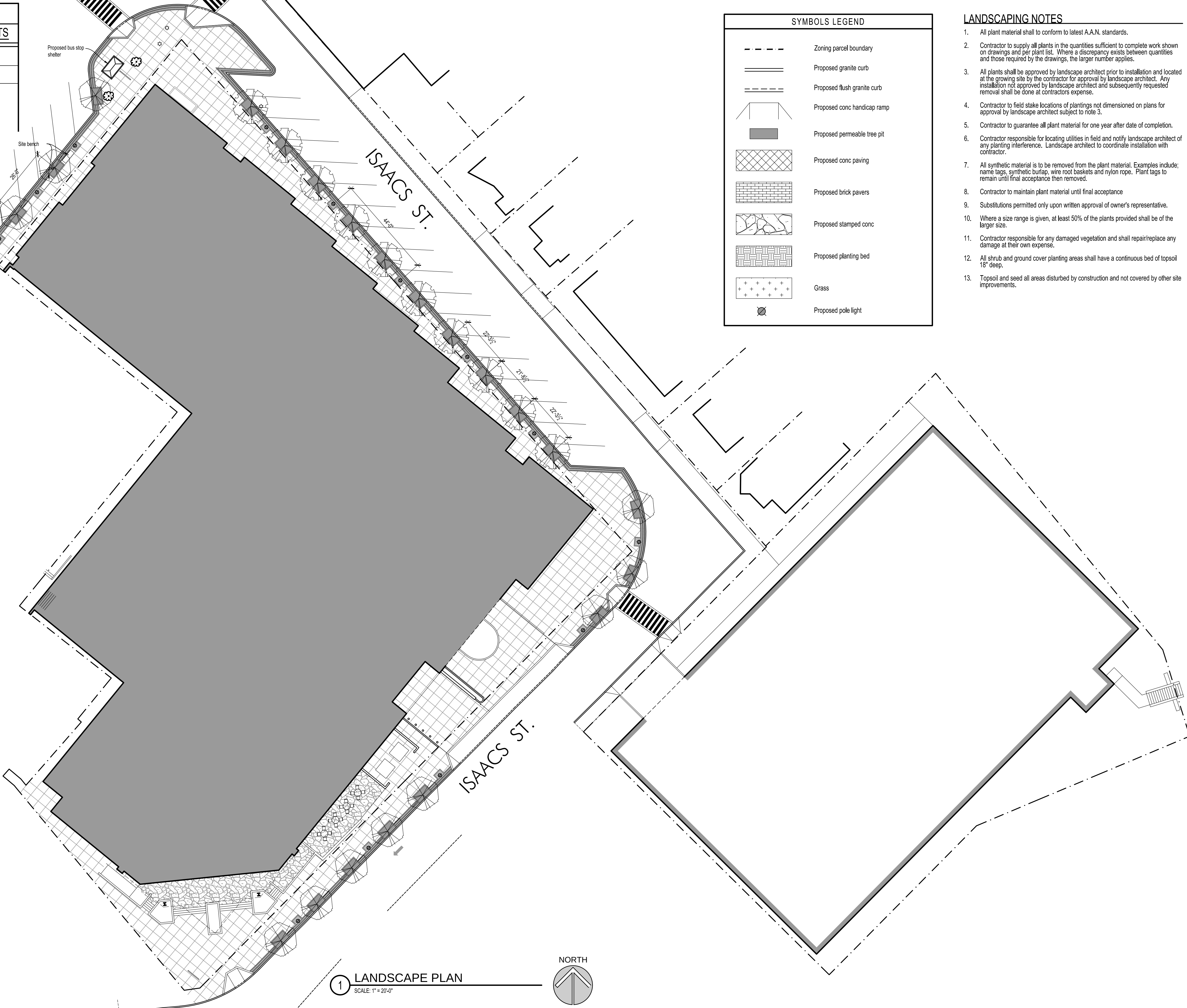
**CITY OF NORWALK
R.M.C. IN TRENCH DETAIL**
SCALE: N.T.S.



**CITY OF NORWALK
ROADWAY PENDENT LIGHT
FOUNDATION DETAIL**
SCALE: N.T.S.



**CITY OF NORWALK
PEDESTRIAN LIGHT POLE
IN BRICK PAVERS DETAIL**
SCALE: N.T.S.

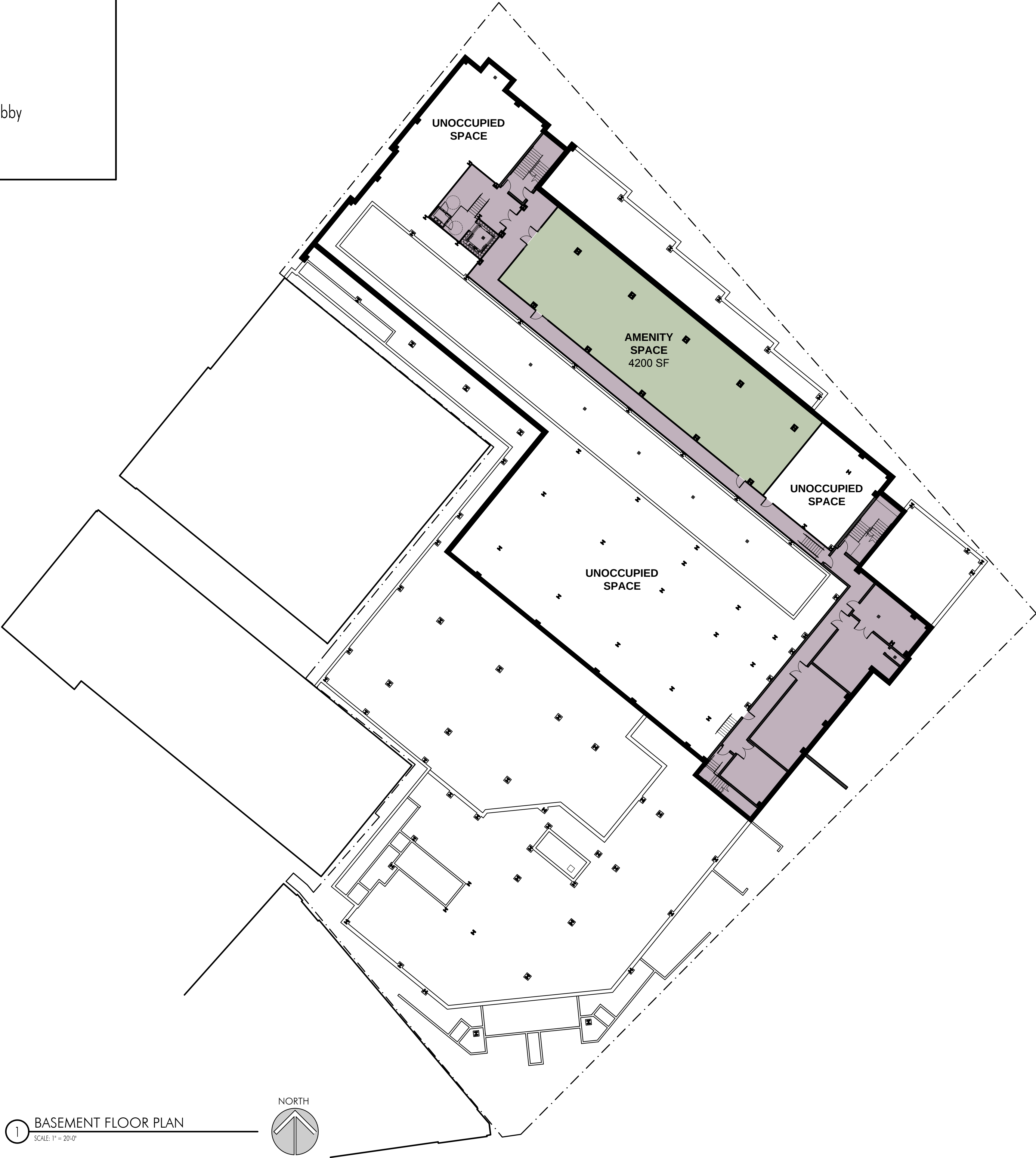


LANDSCAPE PLAN
SCALE: 1" = 20'-0"

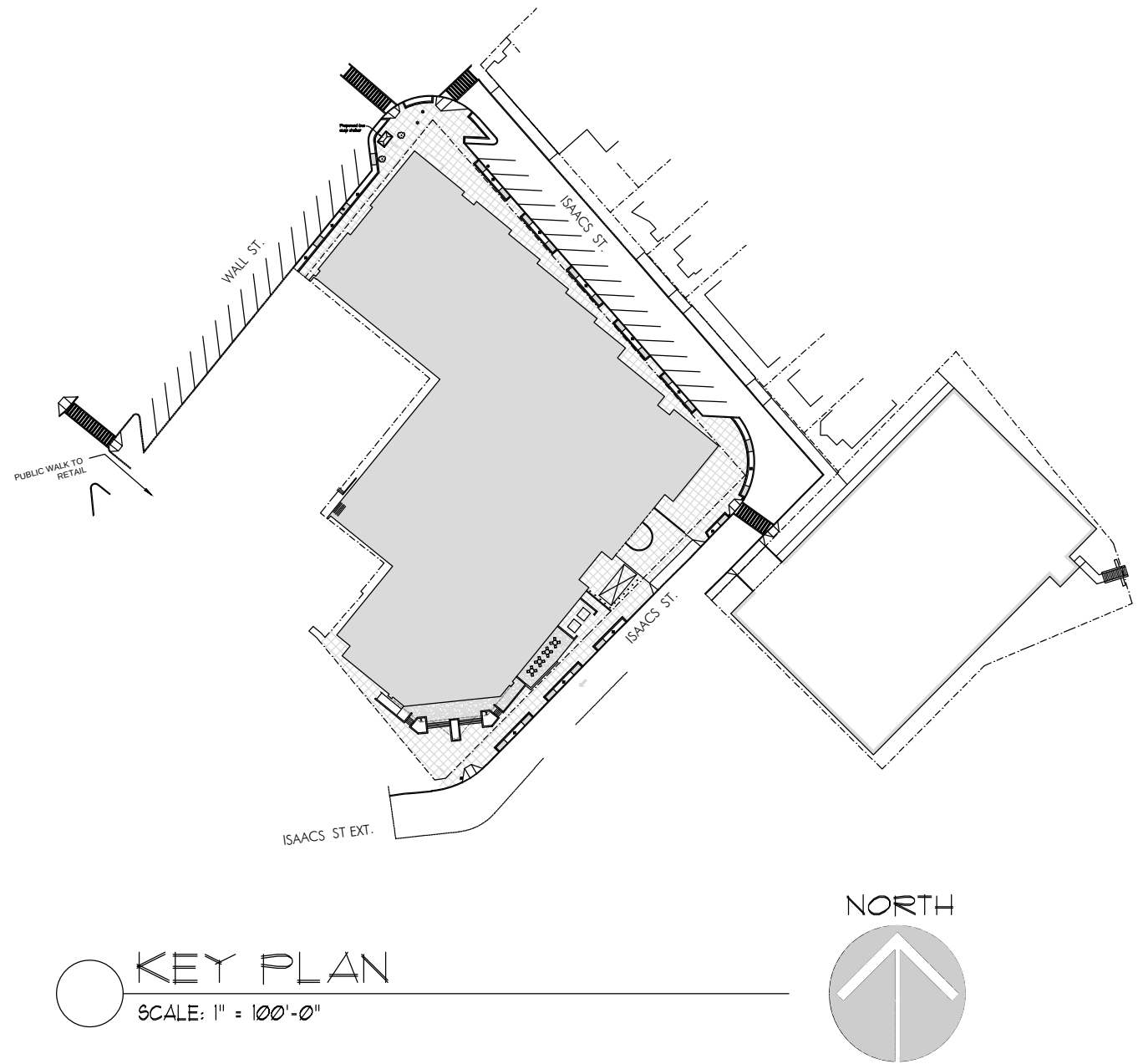
SYMBOLS LEGEND	
---	Zoning parcel boundary
=====	Proposed granite curb
-----	Proposed flush granite curb
=====	Proposed conc handicap ramp
=====	Proposed permeable tree pit
=====	Proposed conc paving
=====	Proposed brick pavers
=====	Proposed stamped conc
=====	Proposed planting bed
+++++	Grass
=====	Proposed pole light

- LANDSCAPING NOTES**
- All plant material shall conform to latest A.A.N. standards.
 - Contractor to supply all plants in the quantities sufficient to complete work shown on drawings and per plant list. Where a discrepancy exists between quantities and those required by the drawings, the larger number applies.
 - All plants shall be approved by landscape architect prior to installation and located at the growing site by the contractor for approval by landscape architect. Any installation not approved by landscape architect and subsequently requested removal shall be done at contractors expense.
 - Contractor to field stake locations of plantings not dimensioned on plans for approval by landscape architect subject to note 3.
 - Contractor to guarantee all plant material for one year after date of completion.
 - Contractor responsible for locating utilities in field and notify landscape architect of any planting interference. Landscape architect to coordinate installation with contractor.
 - All synthetic material is to be removed from the plant material. Examples include; name tags, synthetic burlap, wire root baskets and nylon rope. Plant tags to remain until final acceptance then removed.
 - Contractor to maintain plant material until final acceptance
 - Substitutions permitted only upon written approval of owner's representative.
 - Where a size range is given, at least 50% of the plants provided shall be of the larger size.
 - Contractor responsible for any damaged vegetation and shall repair/replace any damage at their own expense.
 - All shrub and ground cover planting areas shall have a continuous bed of topsoil 18" deep.
 - Topsoil and seed all areas disturbed by construction and not covered by other site improvements.

KEY	
	Residential Common Area
	Parking
	Non-residential
	Flat
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space



GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



KEY

Residential Common Area

Parking

Non-residential

Flat

Duplex

Through block arcade / lobby

Common Service Area

Recreational Space

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF

RETAIL SUMMARY	
Retail	Net Sq Ft
A	1,495 SF
B	1,845 SF
C	1,100 SF
D	968 SF
E	892 SF
F	2,616 SF
G	1,317 SF
Total	10,233 NSF

PARKING SUMMARY	
Accessible Spaces	1
Accessible Van Spaces	1
Standard Spaces	38
40 Total Spaces	

1 FIRST FLOOR PLAN
SCALE: 1" = 20'-0"



NORTH FIRST FLOOR PLAN

SCALE: 1" = 20'

WALL STREET PLACE PRELIMINARY DESIGN

NORWALK, CT

JUNE 9, 2020

PROGRESS SET ONLY

KEY

Residential Common Area

Parking

Non-residential

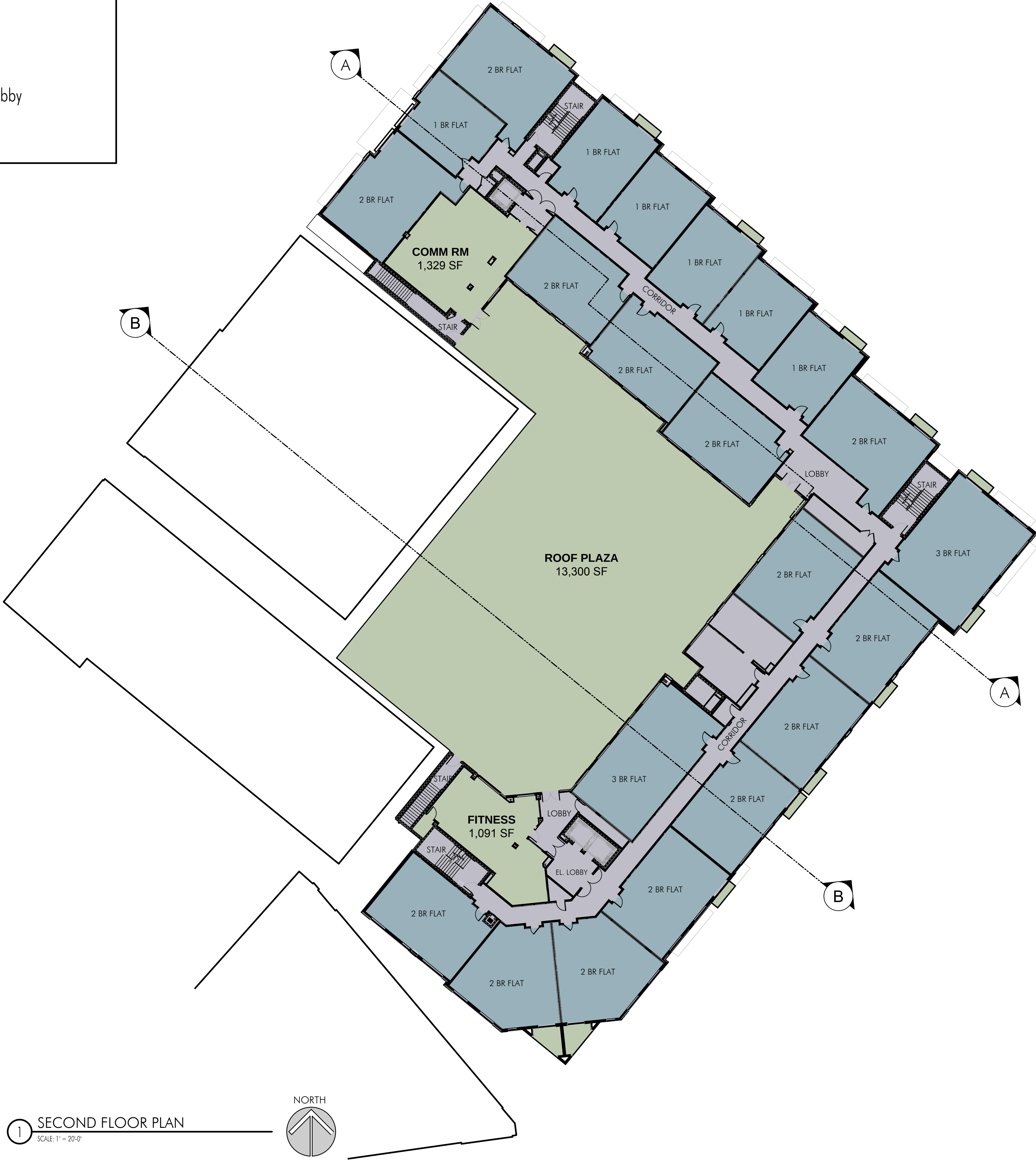
Flat

Duplex

Through block arcade / lobby

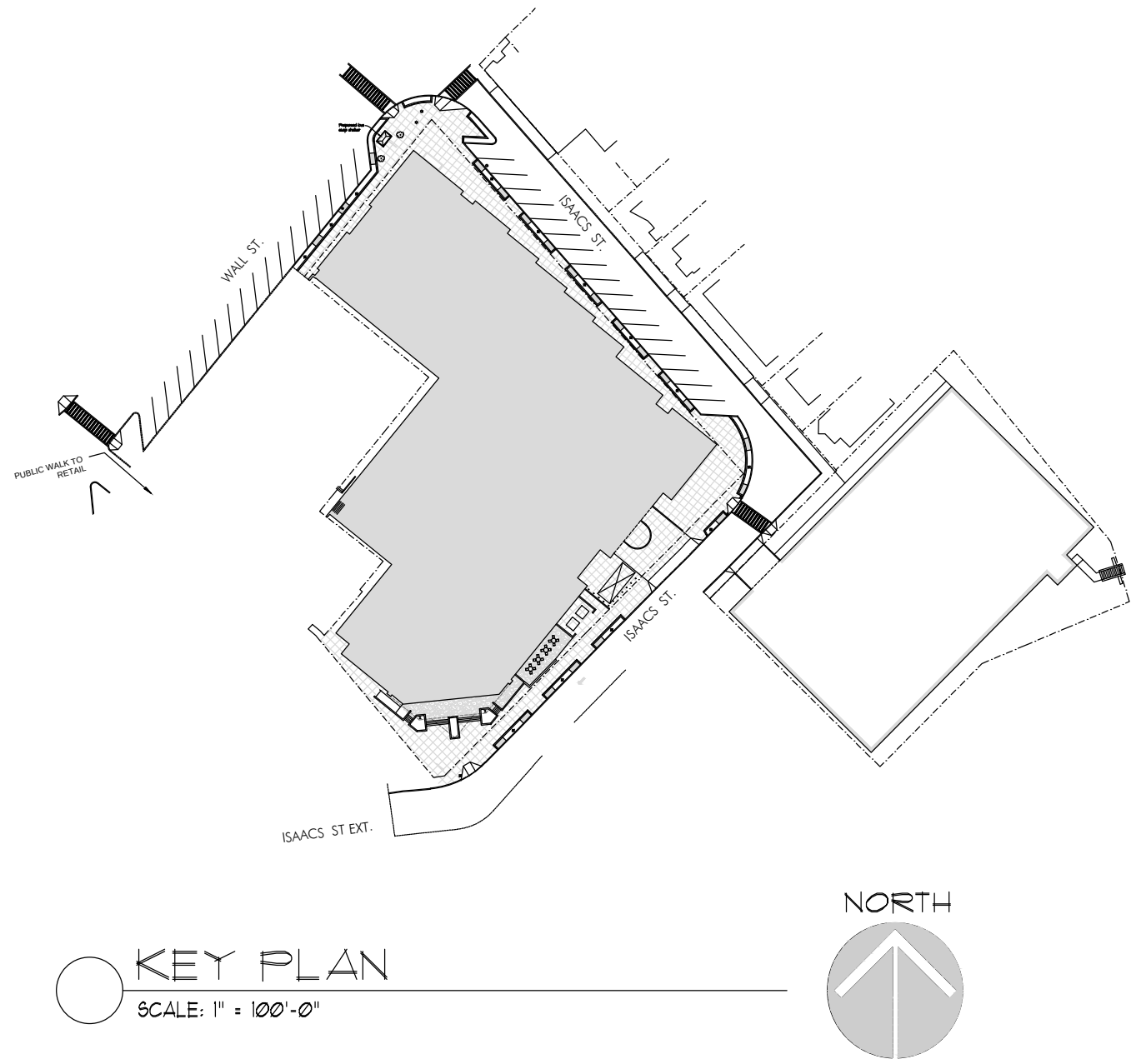
Common Service Area

Recreational Space



1 SECOND FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF

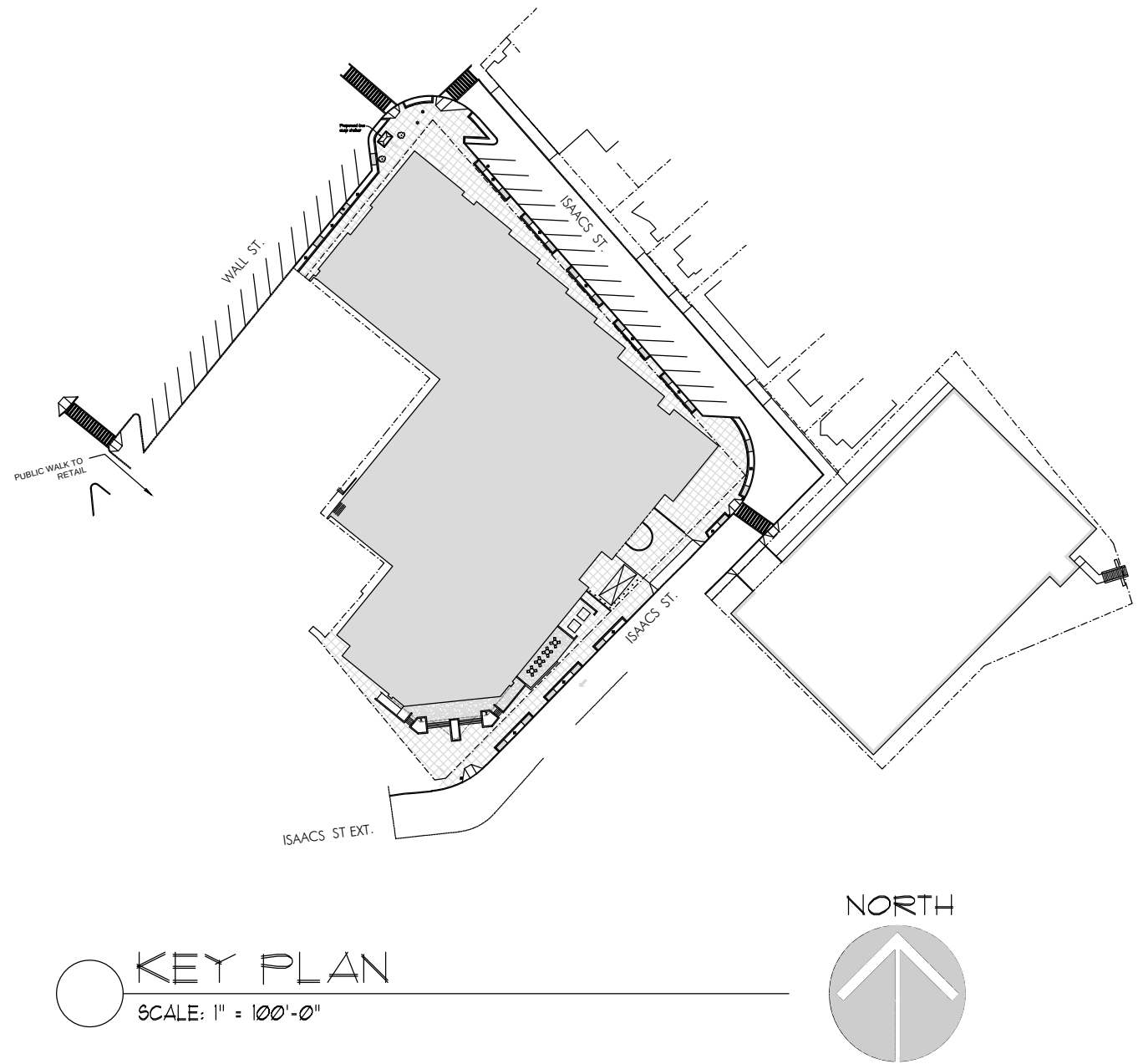


KEY PLAN
SCALE: 1" = 100'-0"

KEY	
	Residential Common Area
	Parking
	Non-residential
	Flat
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space



GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



KEY

Residential Common Area

Parking

Non-residential

Flat

Duplex

Through block arcade / lobby

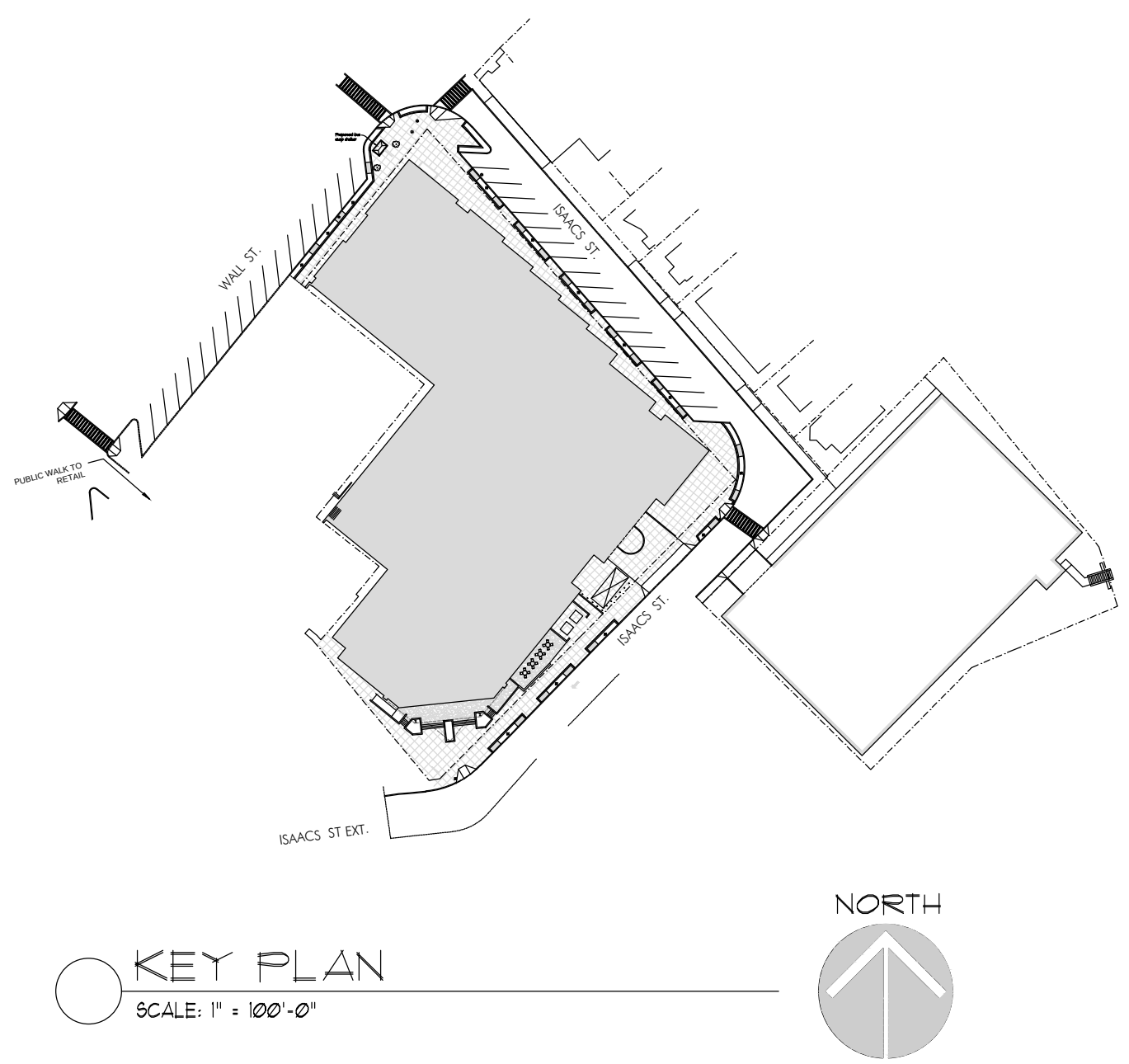
Common Service Area

Recreational Space



1 FIFTH FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



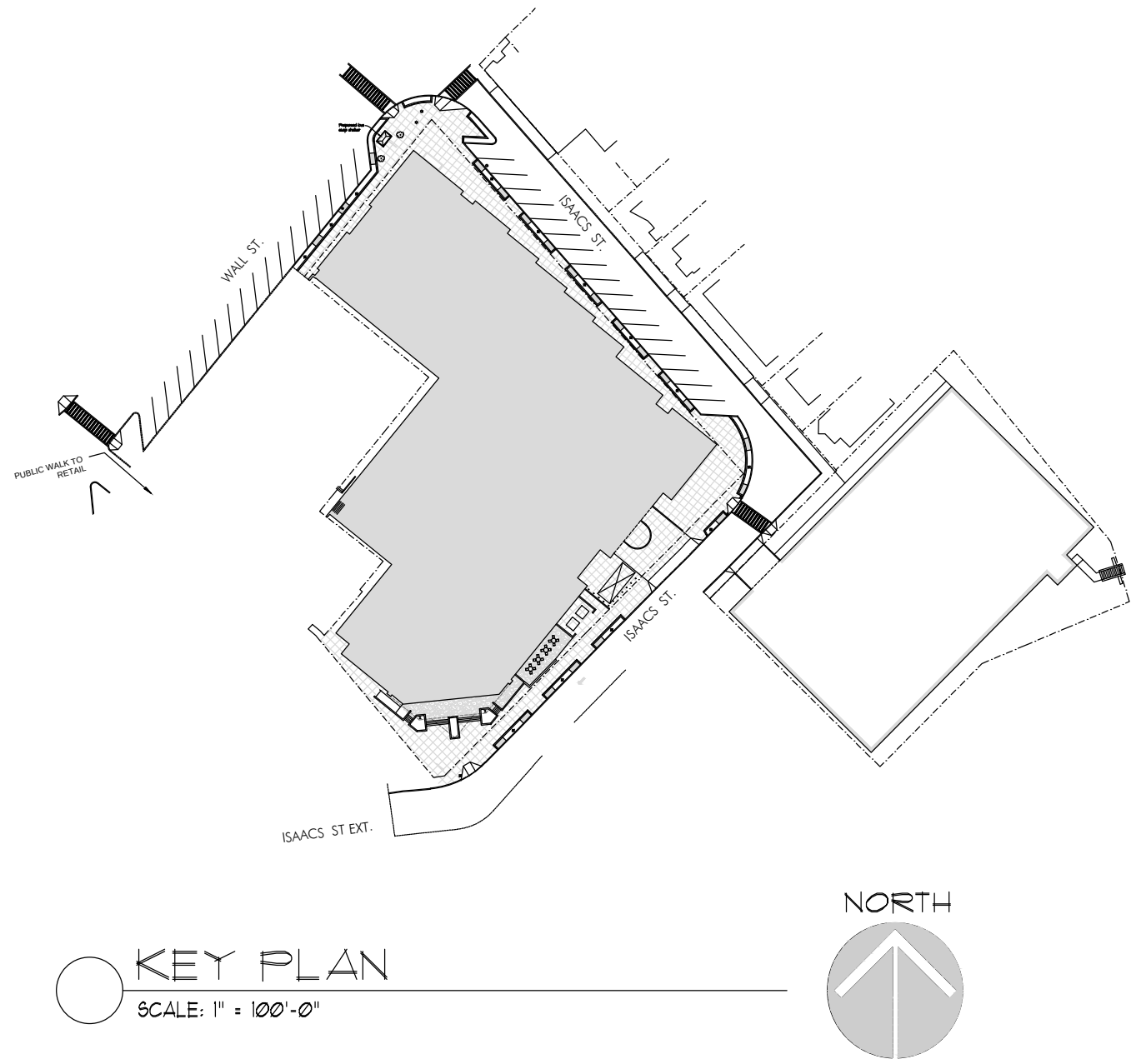
KEY PLAN
SCALE: 1" = 100'-0"

KEY	
	Residential Common Area
	Parking
	Non-residential
	Flat
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space



1 SIXTH FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF





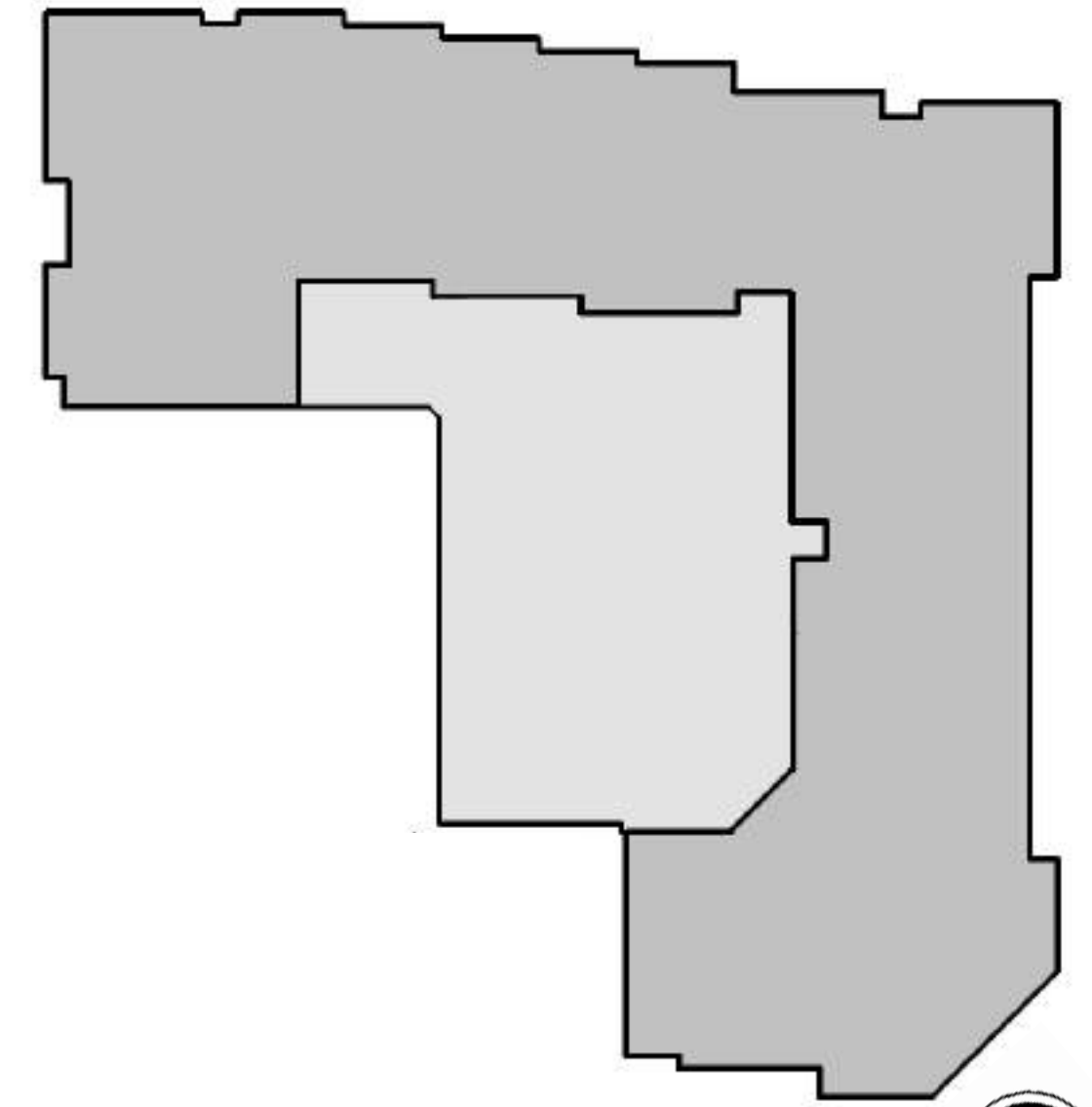
ISAACS STREET CONCEPTUAL ELEVATION



WALL STREET CONCEPTUAL ELEVATION

ISAACS STREET

WALL STREET

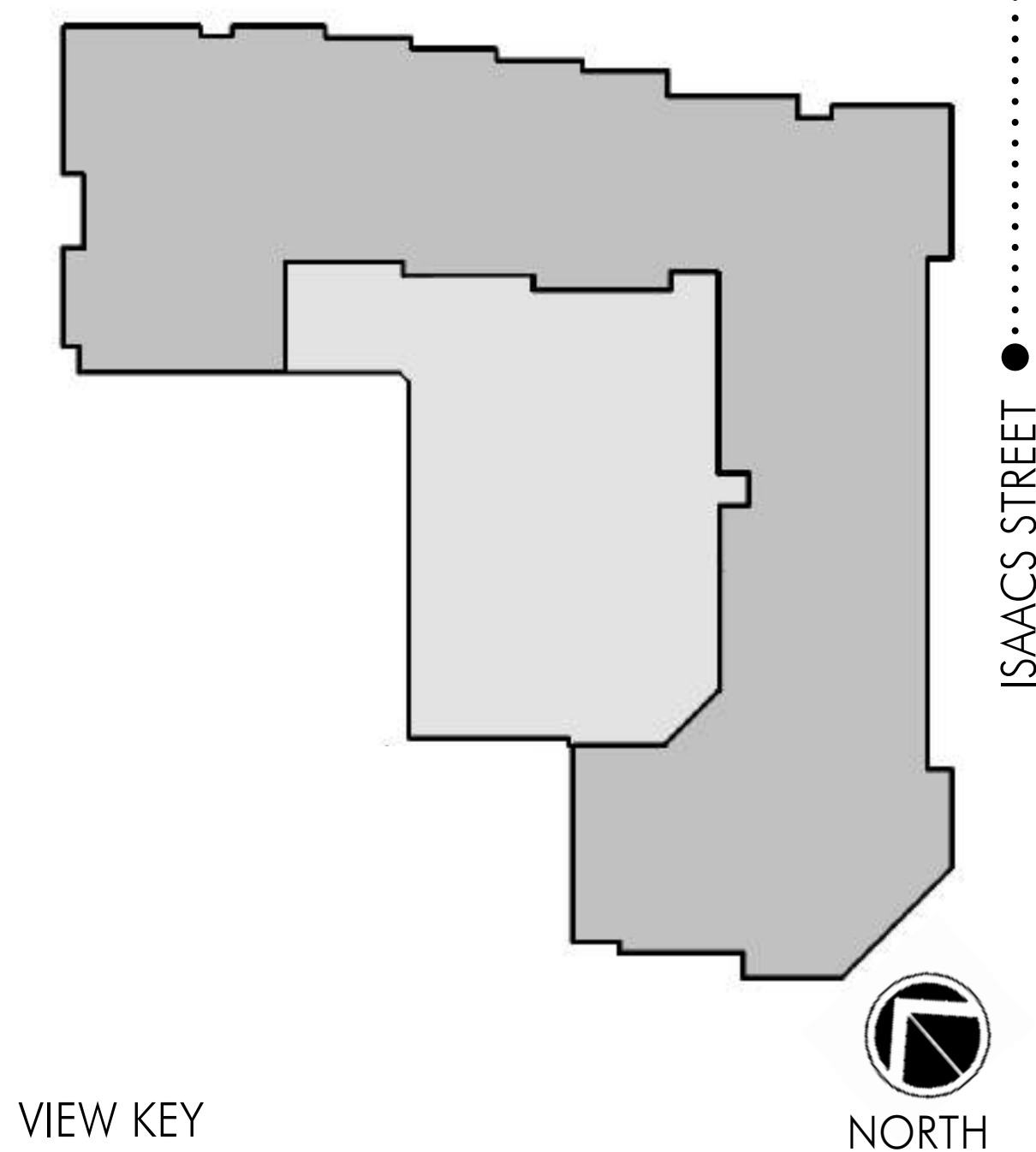


VIEW KEY

REFER TO MATERIAL SHEET FOR DETAILS



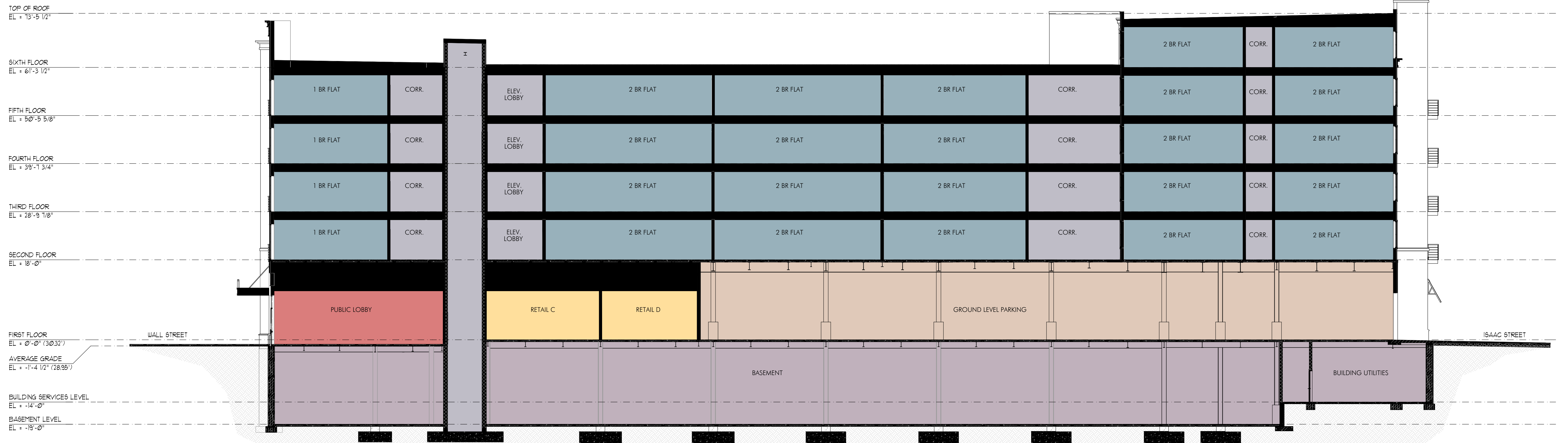
ISAACS STREET CONCEPTUAL ELEVATION



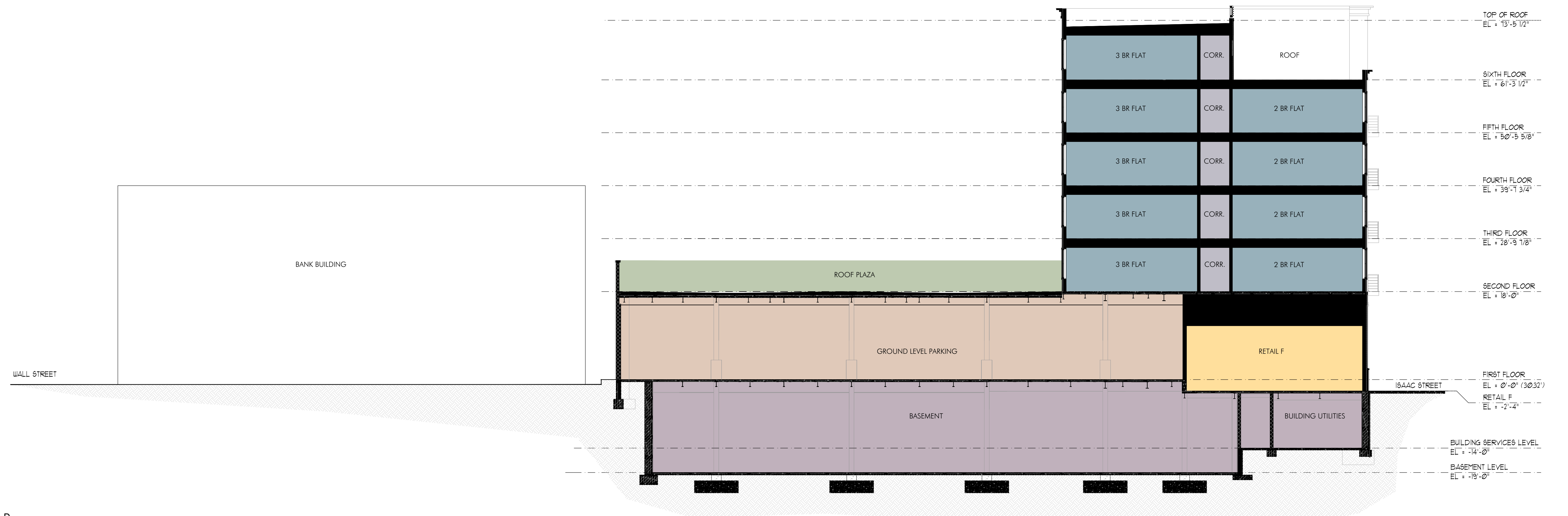
VIEW KEY

REFER TO MATERIAL SHEET FOR DETAILS





BUILDING SECTION - A



BUILDING SECTION - B



Hardie® Reveal
Panel System



JAMES HARDIE PANEL SYSTEM



CHISELED LIMESTONE

CORONADO THIN STONE VENEER



PELLA IMPERVIA
SLIDING PATIO DOOR



BALCONIES

TYP. FOR 3' DEEP & "JULIET" STYLE

PELLA IMPERVIA CASEMENT WINDOWS



ALUMINUM BUILD
- 1 1/2" FRAME DEPTH
- 63% FREE AREA
- ECONOMICAL
- ARCHITECTURALLY
STYLED

ET125-30

THIN LINE STATIONARY LOUVER

The ET125 and ET125-30 louvers are 1 1/2" deep thin line
stationary louvers, primarily used for decorative and HVAC
applications where water penetration is not a concern.

RUSKIN ARCHITECTURAL LOUVERS



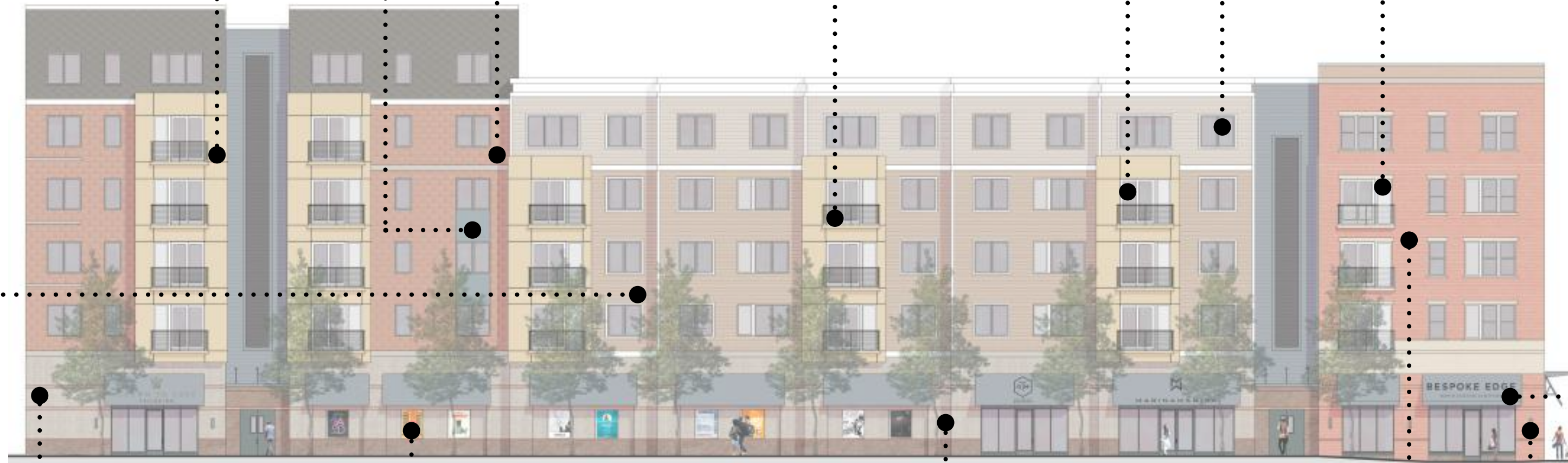
ALUMINUM STANDING LETTERS (Residential signage)



HORIZONTAL
PANELS



JAMES HARDIE PRE-FINISHED CLAPBOARD - 6" EXPOSURE
ALT: BORAL FIELD PAINTED NICKEL GAP SIDING - 8" EXPOSURE



OPEN SIDED AWNINGS



CHISELED LIMESTONE

COLOR: CREAM

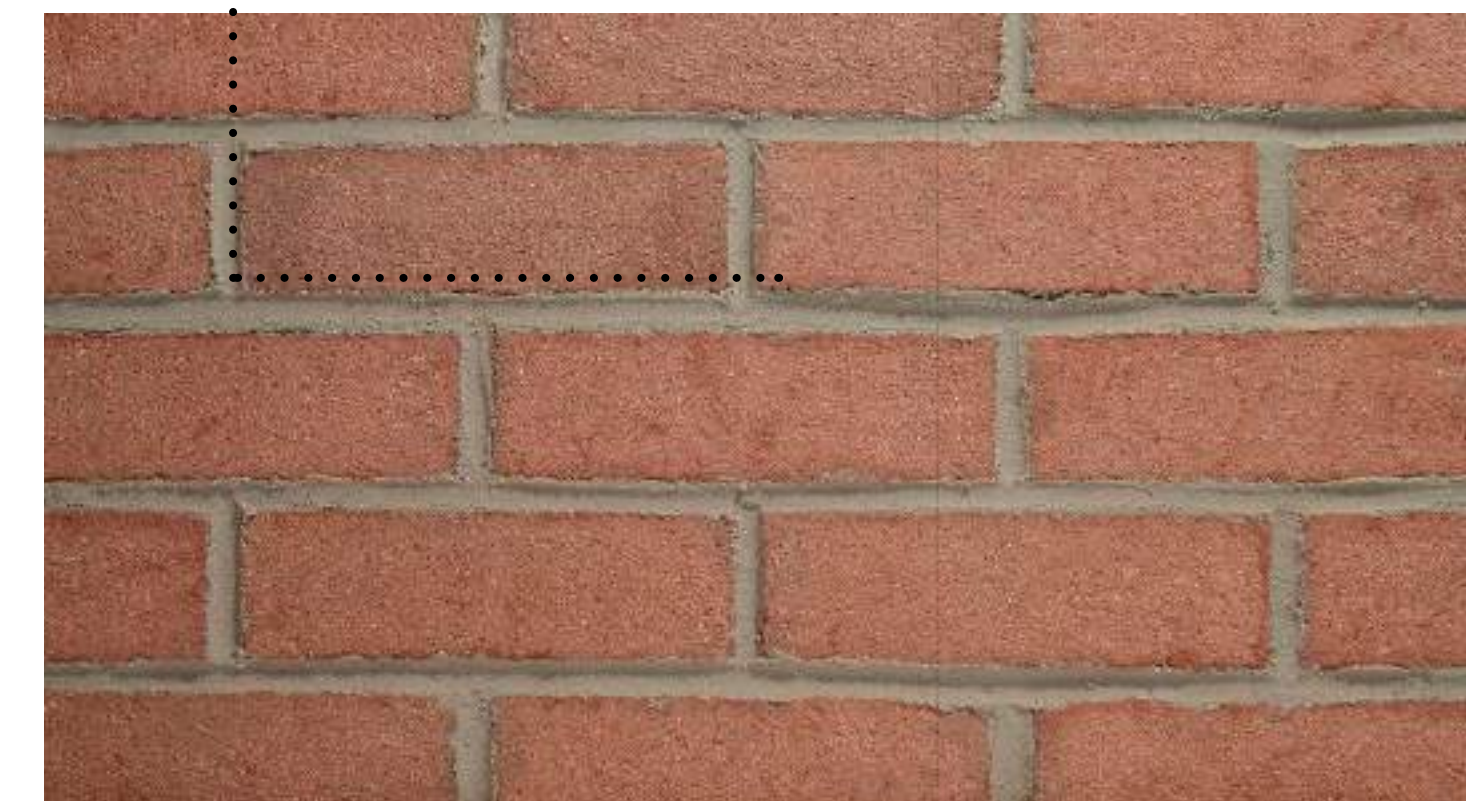
CORONADO THIN STONE VENEER (BUILDING CORNERS)
with 6" bands



WALL MOUNTED DISPLAY CASES



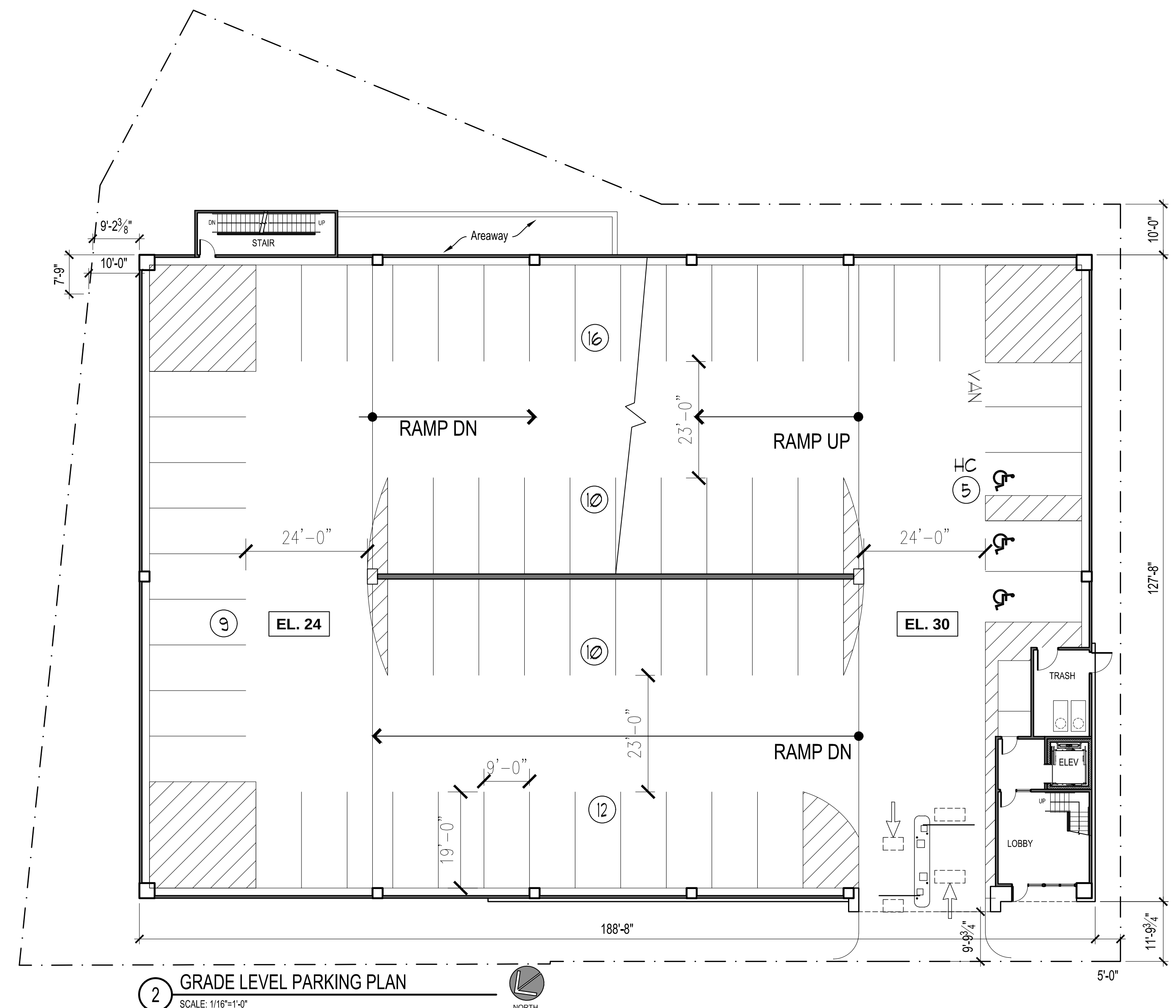
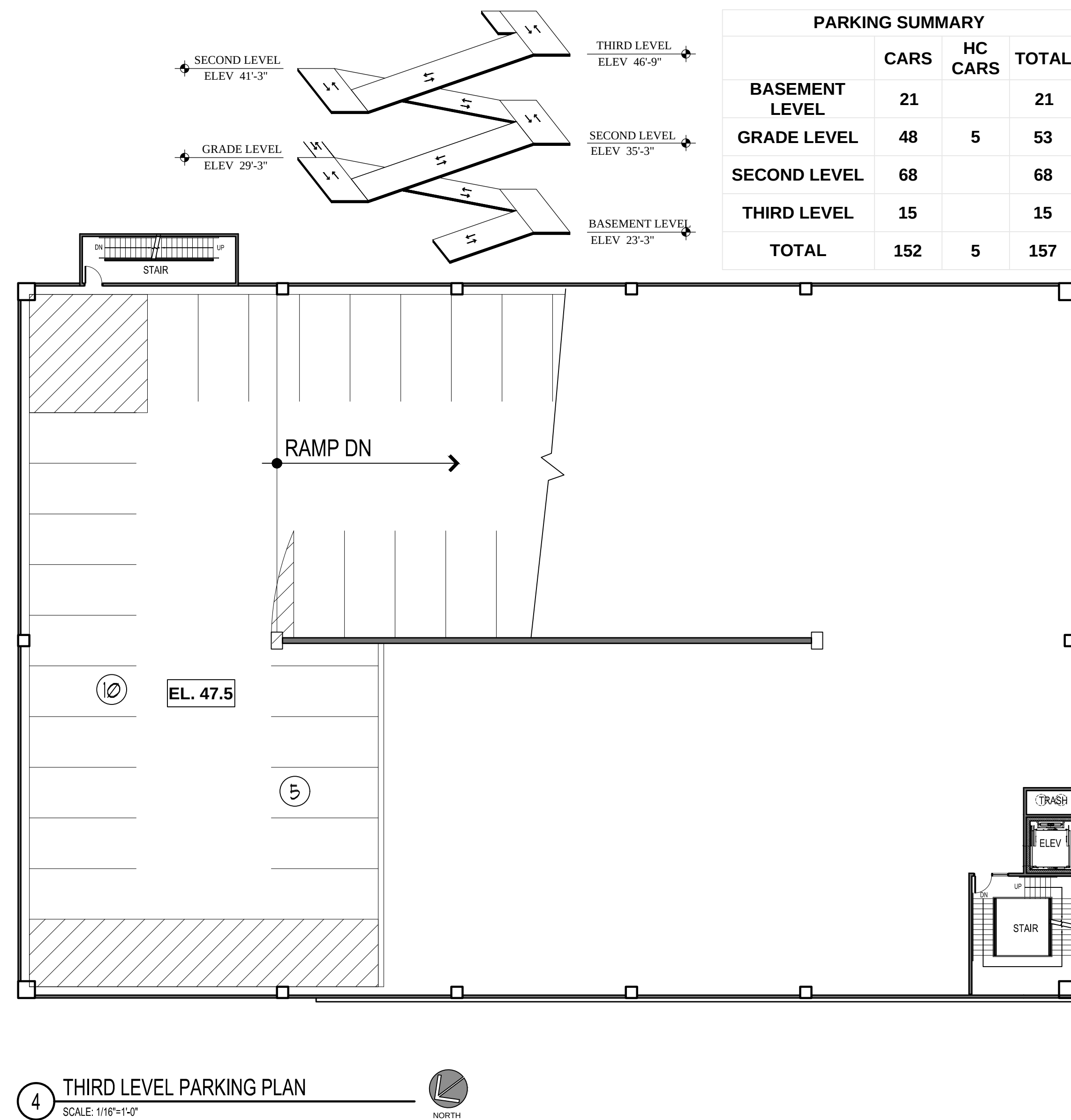
CORONADO THIN STONE VENEER
with 6" bands

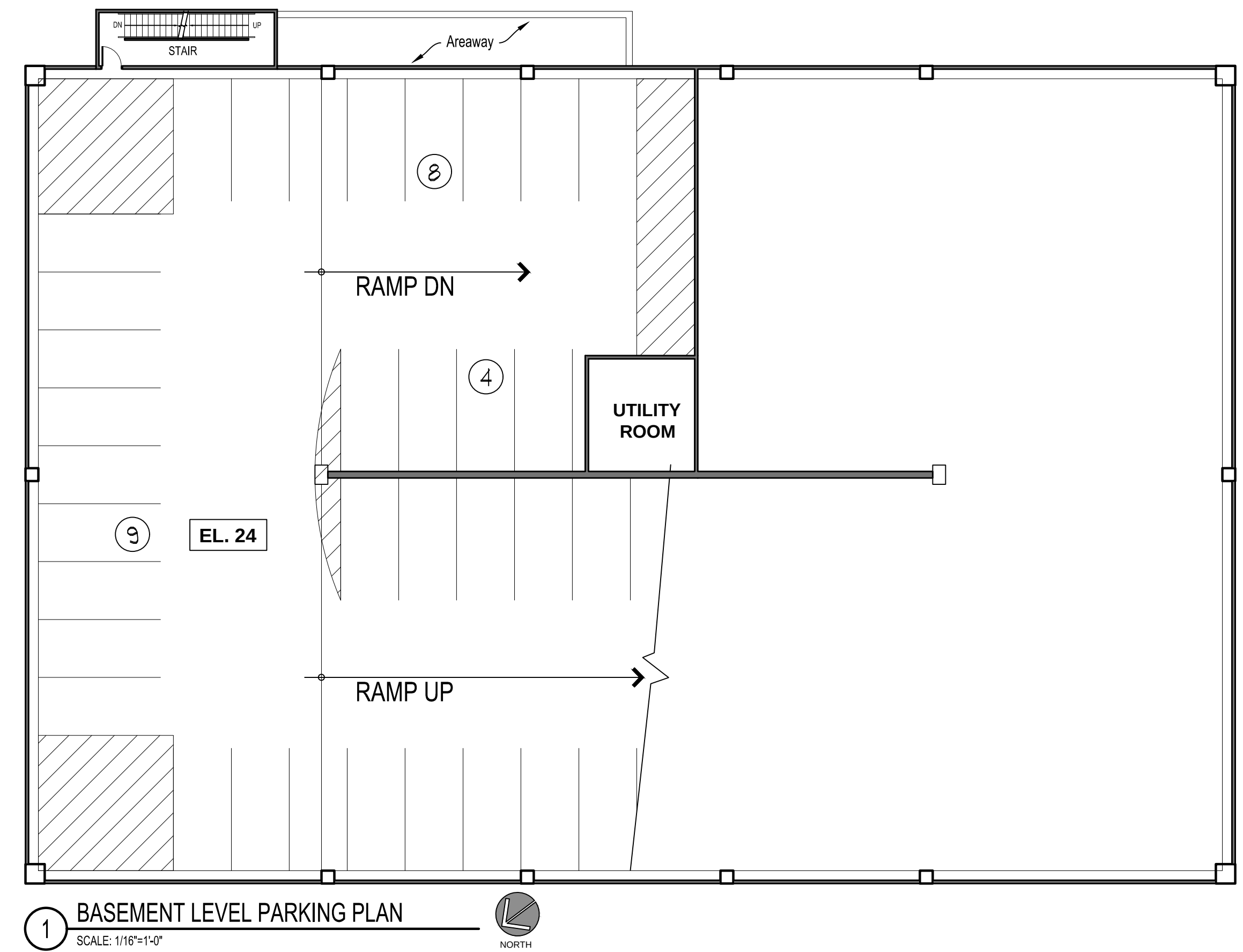
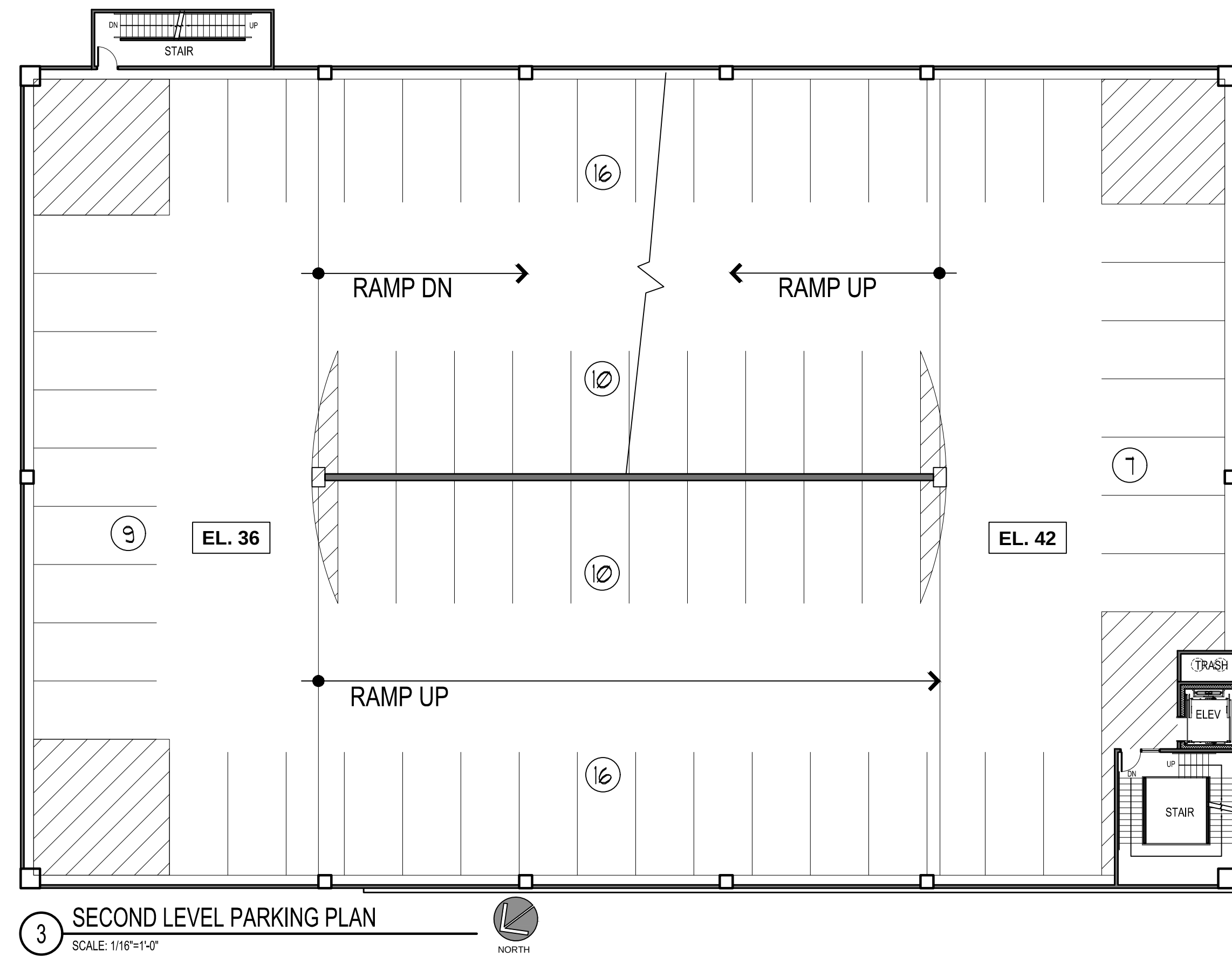


CONTINENTAL BRICK CO.
475 - STRAIGHT RANGE OF ROSE



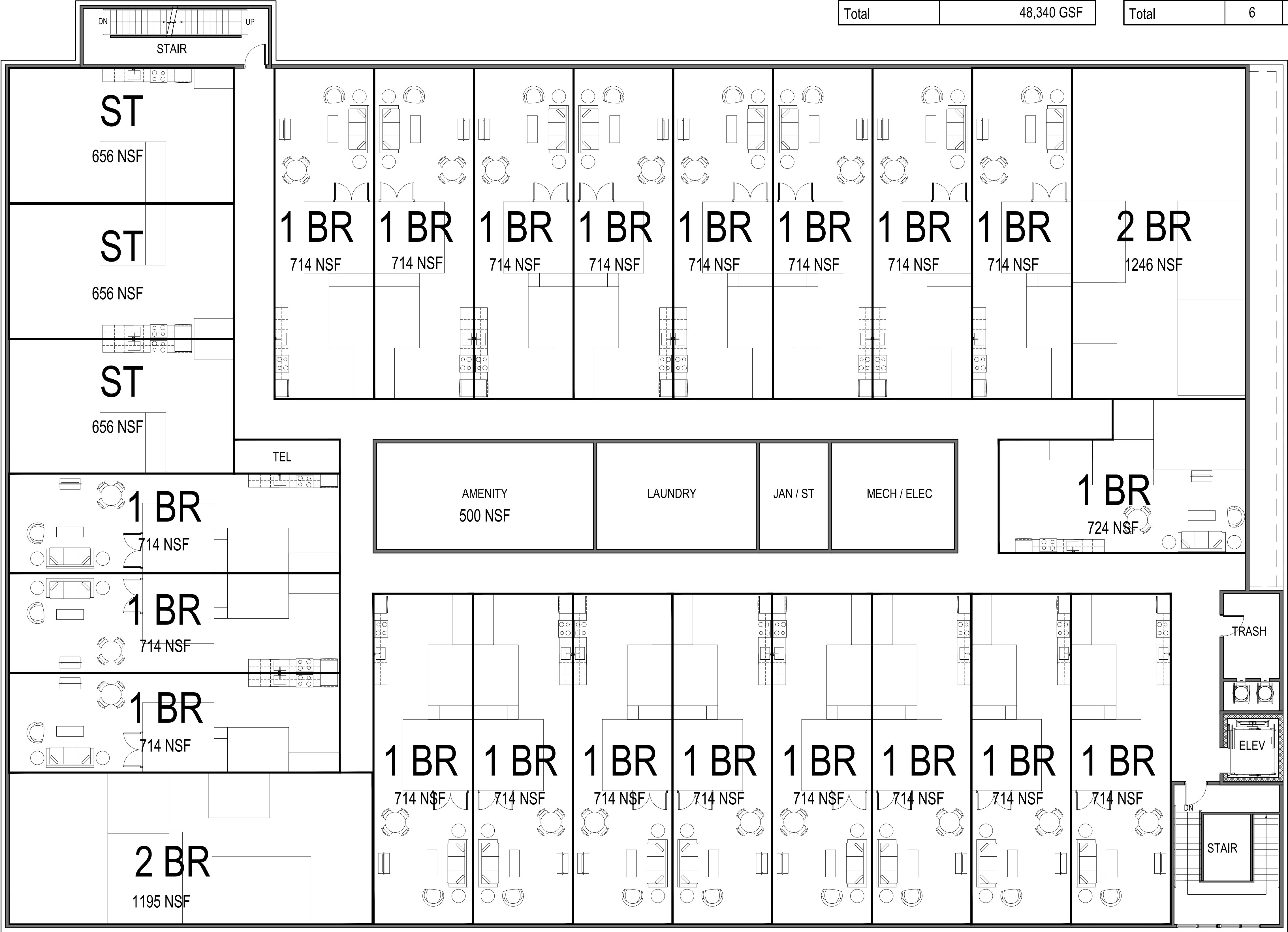
TEKA ILLUMINATION
ARCADE SERIES BKSSL
EXTERIOR LIGHTING / BRANDING





GROSS SQ FT SUMMARY	
Floor	Total
Third Floor	24,170 SF
Fourth Floor	24,170 SF
Total	48,340 GSF

UNIT MIX				
Floor	ST	1-BR	2-BR	Total
Third Floor	3	20	2	25
Fourth Floor	3	20	2	25
Total	6	40	4	50



1 TYP UPPER PLAN (FLOORS 3-4)
SCALE: 1/8"=1'-0"





Wall Street Redevelopment Proposal
June 25, 2020

Preliminary Sources and Uses Budget for Modified Project

Wall Street - Phase I

Construction Sources	Total	Spent to Date	New Sources
Citi Tax-Exempt Construction Loan	\$59,802,774	\$22,402,774	\$37,400,000
Citi Taxable Construction Loan	\$13,467,828	\$0	\$13,467,828
DECD ¹	\$8,321,811	\$3,321,811	\$5,000,000
CHAMP ²	\$4,816,210	\$1,316,210	\$3,500,000
Sponsor Equity	\$3,156,587	\$3,156,587	\$0
City of Norwalk (RDA)	\$4,400,000	\$0	\$4,400,000
Additional City	\$0	\$0	\$0
Deferred Developer Fee	\$8,490,000	\$0	\$8,490,000
Seller Note ³	\$0	\$0	\$25,809,361
New - LIHTC Equity	\$7,950,000	\$0	\$7,950,000
TC Equity - Old Investor	\$250,000	\$250,000	\$0
	\$0	\$0	\$0
Total Construction Sources	\$110,655,210	\$30,447,382	\$106,017,189
Surplus / (Deficit)			\$0

Permanent Sources	Total	Spent to Date	New Sources
Citi Tax-Exempt Permanent Loan	\$36,930,000		\$36,930,000
DECD	\$0		\$0
CHAMP	\$0		\$0
City of Norwalk	\$0		\$0
FHLB	\$750,000		\$750,000
Energy Rebates	\$252,500		\$252,500
Deferred Developer Fee	\$8,490,000		\$8,490,000
Seller Note - Deferred	\$21,859,689		\$21,859,689
4th Installment - Conversion	\$18,550,000		\$18,550,000
5th Installment - Post Conversion	\$0		\$0
Total Permanent Sources	\$86,832,189	\$0	\$86,832,189
Surplus / (Deficit)			\$0

¹ \$3.3MM of the DECD Loan has been spent to date. \$1.7MM will be available during Construction Phase.

² \$1.3MM of the CHAMP Loan has been spent to date. \$2.2MM will be available during Construction Phase.

³ Seller Note equals \$25.8MM or Total Costs Spent to Date less DECD and CHAMP Loans Spent to Date.

⁴ Acquisition Costs equal Total Cost Spent to Date (\$30.45MM) plus Cost to acquire the Garden Cinema (17 Isaac Street)

Seller Note \$25,809,361

Construction Uses	New Uses
Acquisition: Costs Spent to Date (61 Wall Street)	30,447,382
Acquisition: Land Costs (17 Isaacs)	3,000,000
Construction Contract	48,591,974
Parking (Fee-In-Lieu Payment)	2,200,000
Hard Cost Contingency	3,301,480
Interest Reserve	2,769,753
Developer Fees During Construction	\$0
Other Soft Costs	5,831,600
Soft Cost Contingency	275,000
Reserves	\$0
Developer Fees Paid at Conversion / Deferred	9,600,000
Total Construction Uses	\$106,017,189

Permanent Uses	New Uses
Construction Loan - Repayment	\$50,867,828
DECD	\$0
CHAMP	\$0
City of Norwalk	\$0
Deferred Developer Fee	\$8,490,000
Seller Note - Repayment	\$3,949,672
Seller Note - Deferred	\$21,859,689
Operating Reserves	\$1,665,000
Total Permanent Uses	\$86,832,189

**SUMMARY OF BASIC TERMS SHEET FOR
SECOND AMENDMENT TO LAND DISPOSITION AND
DEVELOPMENT AGREEMENT**

Wall Street Redevelopment Proposal

From: Municipal Holdings LLC and JHM Financial Group LLC

Re: Wall Street Redevelopment Proposal, Summary of amendments to Land Disposition and Development Agreement dated November 14, 2007 (“LDA”)

To the Norwalk Redevelopment Agency and the City of Norwalk:

What follows is a summary of terms (the “Term Sheet”) of the anticipated major changes to the LDA necessary to reflect the Narrative Project Proposal submitted by JHM Financial Group, LLC on behalf of itself and Municipal Holdings LLC (together, the “Redeveloper”) dated as of June 25, 2020 (the “Proposal”) that outlines the new scope and details of the Phase I development described in the LDA (as amended by the Proposal, “Phase I”). In order for the Redeveloper to assume the obligations of the Developer under the LDA as to Phase I, the Redeveloper must enter into an amendment to the LDA with the Agency and the City (the “Amendment”) whereby the Redeveloper agrees to be bound by the development covenants pertinent to Phase I as amended to reflect the following major business terms (the “Development Covenants”). For purposes of obtaining Common Council consent to proceed with the Redeveloper and enter into the Amendment, the Redeveloper submits this Term Sheet for consideration and approval of the Common Council.

The following summarized revisions to the LDA will not be the only terms contained in the Amendment. The purpose of the Term Sheet is to give the Common Council the high points of what will change as to Phase I from what is currently in the LDA. The Proposal does not address Phases II or III, which will remain as they are currently outlined in the LDA. The Amendment will also incorporate such other terms as are relevant to Phase I as contemplated in the LDA but not outlined as to be amended hereby, and such other terms as are reasonable to include to facilitate the execution of Phase I.

1. Conceptual Master Site Plan. A new Exhibit B-1 will be added, which exhibit will show the site plan for Phase I.
2. New Street #1. A textual amendment will be made to remove New Street #1 from the CMSP.
3. Abandonment of Isaacs Street. Exhibit H, and Sections 7.5 and 9.6 will be amended to remove the reference to the abandonment of Isaacs Street.
4. Exhibit A-1. A new Exhibit A-1 will be added to identify 17 Isaacs Street as the Acquisition Property for Phase I.
5. Exhibit D-1. A new Exhibit D-1 will be added to show the Project Site for Phase I.

6. Section 2.1 Phase I Improvements - General. Phase I Improvements will be redefined to reflect the Proposal.
7. Section 2.1 Phase I Improvements - Parking. Section 2.1 (B) 1 will be revised to a) eliminate the automated parking garage, b) provide for 40 +/- parking spaces to be located on 61 Wall Street, c) provide for 157 spaces in the 17 Isaacs Street garage to be constructed, and d) to provide that Redeveloper will provide 100 public parking space but that such provision may be accomplished by payment of a fee in-lieu in the amount of \$22,000 per parking space, provided, however, that in the event the Redeveloper can provide a mix of both parking spaces and fee in-lieu payments, Redeveloper must provide no less than thirty (30) public parking spaces within the garage on 17 Isaacs Street with the remainder to be provided by a fee in-lieu payment. Such fee in-lieu payments shall be a separate line item within the City budget designated to be used solely for public parking in the Wall Street Development area as determined by the Common Council.
8. Section 2.1 Phase I Improvements - Units. Section 2.1 (B) 2 will be revised to provide for one hundred one (101) residential units, all of which will be restricted to 80% or less of AMI for Fairfield County, MSA Stamford - Norwalk on 61 Wall Street. Redeveloper shall also build fifty (50) units on 17 Isaacs Street.
9. Section 2.1 Phase I Improvements - Retail Space. Section 2.1 (B) 3 will be revised to provide for 11,510 square feet of retail space.
10. Section 2.1 Phase I Improvements - Recreational Space. Section 2.1 (B) 4 will be revised to provide for limited gardens on the rooftop, accessible to occupants.
11. Section 2.1 Phase I Improvements - Live-Work Space. Section 2.1 (B) 5 will be deleted.
12. Section 2.1 Phase I Improvements - Globe Theater. Section 2.1 (B) 6 will be deleted.
13. Section 2.1 Phase I Improvements - Arts Component. Section 2.1 will be amended to add the following: a) the Redeveloper shall provide Retail Space E, which consists of approximately 900 sf of leasable retail space on the corner of the first floor of the development, to the Norwalk Arts Commission (the "Commission") for a term of five (5) years at the base rental cost of \$1 per year; b) the Commission shall use and/or sublease and/or license the space during the five year lease term for the sole purpose of providing programing that is consistent with the Commission's mission to infuse the arts into Norwalk civil and cultural experiences; c) the Redeveloper shall be responsible for providing the tenant with basic usable space (AKA – the "plain vanilla box"); d) the Commission shall be responsible for constructing any additional fit up work necessary to prepare the space for the Commission's operations (AKA "tenant fit up work"); and e) the Commission shall annually pay a common area maintenance fee (AKA "CAM charge") which shall be an amount which reflects Retail Space E's proportionate share of the operating expenses and taxes for the subject premises (i.e., building and land) based upon the percentage which the square footage of Retail Space E bears to the square footage of the entire building.
14. Section 3.2 Phase I Construction Plans. Section 3.2 will be revised to require that Redeveloper shall submit its building permit application within sixty (60) days of issuance of written commitment for financing from Citibank.

15. Section 3.9 Evidence of Equity Capital and Mortgage Financing. Section 3.9 will be revised to provide a) upon receipt of Final Land Use Approvals, Redeveloper agrees to diligently pursue all necessary state and local approvals related to funding of the project, including but not limited to allocation of Volume Cap Bonds from the State of Connecticut sufficient to meet the financing needs for the Project for both construction and permanent financing (the “State Financial Approvals”), and any local City commitments for required funding for the Project (the “Local Financial Approvals”) (State Financial Approvals and Local Financial Approvals collectively referred to as the “Financial Approvals”); b) Redeveloper shall submit periodic updates as to its progress regarding the State Financial Approvals to both the City and the Agency; c) within 60 days of obtaining the Financial Approvals, Redeveloper shall submit all necessary information required by Citibank for its approval for all funding necessary for both construction and permanent financing for the Project; and d) within 60 days of such submission, Citibank shall issue written commitments satisfactory to close on the construction loan. It is expressly understood that the construction loan closing is contingent upon the City of Norwalk issuing a building permit for the construction of the Project.
16. Section 3.12 Commencement and Completion of Construction of Each Phase. Section 3.12 A will be revised to require that a) Redeveloper shall commence construction of the Phase I Improvements within sixty (60) days after Redeveloper obtaining its building permit and b) the Phase I Improvements shall be completed within twenty-four (24) months of commencement.
17. Section 4.1 Infrastructure Improvements and Funding. Section 4.1 will be revised to provide that the City Funds shall be available to the Redeveloper for Phase I, subject to Redeveloper providing evidence to the Agency that such improvements, with the potential revised definition of infrastructure improvements as approved by Corporation Counsel and designated counsel for the Agency, and costs thereof are permitted, following the procedure set forth in Section 4.1 (G) as amended.
18. Section 4.1 Infrastructure Improvements - Exhibit C-1. An updated Exhibit C-1, approved by Corporation Counsel and designated counsel for the Agency, showing Infrastructure Improvements applicable to Phase I will also be provided.
19. Section 4.1 Infrastructure Improvements - Timing. Section 4.1 (G) will be revised to provide that any eligible reimbursement to Redeveloper for Infrastructure Improvements will be paid upon final certificate(s) of occupancy for completion of Phase I.
20. Article 18.1 Mediation. Section 18.1 will be revised to provide that mediation shall be conducted and completed within thirty (30) days of appointment of a mediator, or else it will be deemed satisfied and the non-breaching party may commence arbitration immediately.
21. Article 18.2 Arbitration. Section 18.2 will be revised to provide that the arbitration shall be heard within sixty (60) days of completion of discovery.
22. Section 23.1 Redevelopment Plan and Exhibit K. Section 23.1 will be revised to incorporate by reference the Amended Redevelopment Plan, and the Amended Redevelopment Plan shall be attached as Exhibit K.
23. Article 25, City Real Property Tax Phase-In. Article 25 will be revised to provide that the tax phase-in will apply to the Phase I Acquisition Property.

Record and Return to

Shipman & Goodwin LLP
300 Atlantic Street
Stamford CT 06901
Attn: Donald R. Gustafson

SECOND AMENDMENT OF THE LAND DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT OF THE LAND DISPOSITION & DEVELOPMENT AGREEMENT originally executed by the City of Norwalk Connecticut and The Redevelopment Agency of the City of Norwalk as of November 14, 2007 (the "LDA") as amended by that certain Amendment of the Land Disposition and Development Agreement dated as of October 24, 2014 (the "First Amendment") is made as of _____, 2020 (the "Second Amendment") by and between THE CITY OF NORWALK CONNECTICUT, a municipal corporation (the "City"), THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the "Agency"), and _____, a _____ ("Phase I Redeveloper").

WITNESSETH:

A. The City, the Agency and POKO-IWSR Developers LLC, a limited liability company organized under the laws of the State of Connecticut ("POKO") entered into the LDA, which is comprised of the main agreement and Part II, Terms and Conditions. The LDA provided for the planned purchase and development by POKO of certain property designated as "Development Parcel 2a" in the LDA, and more specifically described therein as the "Project Site", the "Project Property" and "Property" (the "LDA Property"). Capitalized terms used herein and not defined shall have the meanings set forth in the LDA.

B. IWSR Owners LLC (an affiliate of POKO) ("Borrower"), the City, the Agency and Citibank, National Association ("Citibank") entered into that certain Loan Recognition Agreement dated as of October 1, 2008, as amended by that certain Amendment of the Loan Recognition Agreement dated as of Jul 31, 2015 (as amended, the "LRA") in order to recognize the rights of Citibank as the construction lender to POKO pursuant to its construction loan to Borrower in the original maximum amount of up to \$31,880.00 (the "Citibank Loan"). The Citibank Loan was secured by a mortgage on 61 Wall Street (the "Lender Mortgage").

C. The LDA contemplated that purchase and development of the LDA

Property in phases as more specifically described in the LDA. Some of the LDA Property was privately acquired by Borrower, specifically the property known as 61 Wall Street (“61 Wall Street”).

D. Subsequent to defaults under the Citibank Loan, Municipal Holdings LLC, a subsidiary of Citibank (“Municipal Holdings LLC”), accepted title to 61 Wall Street via a deed in lieu of foreclosure.

E. Pursuant to the terms of the LDA and the LRA, Municipal Holdings LLC intends to transfer 61 Wall Street to the Phase I Redeveloper.

F. Phase I Redeveloper is willing to be recognized as a Post Foreclosure Transferee as described and defined in the LRA, and upon the equitable amendments to the Development Covenants (as defined in the LRA) contained herein.

H. The Agency is willing to approve equitable amendments to the Development Covenants upon the terms and conditions contained herein.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings and other consideration set forth in this Second Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Assumption by Phase I Redeveloper.

Phase I Redeveloper hereby assumes all obligations of Redeveloper under the LDA, provided such assumption is limited to Phase I of the Project, as amended hereby.

2. Acquisition Property.

The Acquisition Property attached to the LDA as Exhibit A is hereby amended such that, for purposes of this Second Amendment, and for purposes of Phase I Redeveloper’s obligations hereunder, any reference to the Acquisition Property shall mean those parcels of property listed at Exhibit A-1 attached hereto, which is incorporated into the LDA by reference (the “Phase I Acquisition Property”).

3. Conceptual Master Site Plan.

The Conceptual Master Site Plan is hereby amended so that Phase I is defined as shown on attached Exhibit B-1. Exhibit B-1 is hereby incorporated into the LDA by reference shall control as to the identification of Phase I, and all references to the Concept Master Site Plan and Exhibit B-1 shall in the LDA, as to Phase I, shall refer to Exhibit B-1 appended hereto. The Plans shown at Exhibit B-1 are conceptual only,

and will be subject to design review by the Agency and the Zoning Commission.

4. Project Site

The Project Site identified and depicted in Exhibit D to the LDA is hereby amended such that, for purposes of this Second Amendment, and for purposes of Phase I Redeveloper's obligations hereunder, any reference to the Project Site shall mean that project site identified in Exhibit D-1 attached hereto, which is incorporated into the LDA by reference (the "Phase I Project Site").

5. Redeveloper Property

The Redeveloper Property identified in Exhibit E to the LDA is hereby amended such that, for purposes of this Second Amendment, and for purposes of Phase I Redeveloper's obligations hereunder, any reference to Redeveloper Property shall mean those properties listed at Exhibit E-1 attached hereto, which is incorporated into the LDA by reference (the "Phase I Redeveloper Property"). The definition of "Redeveloper Property" is hereby amended and shall be as follows: Redeveloper Property shall mean all of the real property in the Phase I Project Site owned, or to be owned, by the Phase I Redeveloper, or by affiliates of Phase I Redeveloper, as shown on revised Exhibit E-1 annexed to this Second Amendment."

6. Amendments to LDA related to Phase I

(A) Section 2.1 (B) 1 is amended by deleting the first two (2) sentences thereof and replacing them with the following:

"Phase I Parking. The Phase I Redeveloper shall provide forty (40) +/- parking spaces on the property known as 61 Wall Street as well as a two-story parking garage on the property known as 17 Isaacs Street (the "Isaacs Street Garage"), which garage shall contain one hundred fifty seven (157) +/- spaces. The Phase I Redeveloper will provide a minimum of one hundred (100) public spaces in the Isaacs Street Garage. Notwithstanding the foregoing, the Phase I Redeveloper shall be entitled to provide less than the required minimum one hundred (100) public spaces if the Phase I Redeveloper pays to the City an amount equal to Twenty Two Thousand (\$22,000) and 00/100 Dollars per space not provided, provided, however, that in the event the Phase I Redeveloper can provide a mix of both parking spaces and payment of the fee as set forth above, Phase I Redeveloper must provide no less than thirty (30) public parking spaces within the Isaacs Street Garage, with the remainder to be provided by the payment of the fee as set forth above. The payments made by the Phase I Redeveloper pursuant hereto shall be a separate line item within the City budget designated to be used solely for public parking in the Wall Street Development area as determined by the Common Council. The Isaacs Street Garage shall be managed and operated in accordance with the Parking Plan attached hereto as Exhibit 2.1(B)(1)."

(B) Section 2.1 (B) 2 is hereby modified by striking “one hundred two (102) residential units (the “Phase I Residential Units”)” in the first sentence and replacing it with one hundred one (101) residential units on 61 Wall Street (the “Wall Street Units”) and fifty (50) residential units on 17 Isaacs Street (the “Isaacs Street Units”, together with the Wall Street Units, referred to as the “Phase I Residential Units”).” This paragraph is further amended by striking the following sentences: “The Phase I Residential Units will be constructed in a manner that allows the Phase I Parking Garage to be integrated within, and to the greatest extent possible screened by, the residential structure on all street facing elevations”; and “The Phase I Residential Units shall consist of for sale units (“Phase I Residential For Sale Units”), and rental units (“Phase I Residential Rental Units”).”

In the second paragraph, the two references to “Phase I Residential Units” shall be replaced with “Wall Street Units”.

(C) Section 2.1 (B) 3 is hereby deleted in its entirety and replaced with the following:

“Phase I Retail Space. The Phase I Redeveloper shall construct approximately ten thousand two hundred thirty-three (10,233) +/- square feet of retail space, which may include personal and business service establishments, commercial recreation establishments, cultural arts and entertainment facilities, street activating uses, all as defined in the Norwalk Building Zone Regulations, on the ground floor of the Phase I Improvements. Such uses shall conform to the Zoning Regulations.”

(D) Section 2.1 (B) 4 is hereby replaced with the following “The Phase I Redeveloper shall construct occupant-accessible rooftop recreational space.”

(E) Section 2.1 (B) 5 is hereby deleted in its entirety.

(F) Section 2.1 (B) 6 is hereby deleted in its entirety.

(G) Section 2.1 (B) 7 is hereby added:

“7. Arts Component. The Phase I Redeveloper shall provide Retail Space E, as depicted on the CMSP, which consists of approximately nine hundred (900) square feet of leasable retail space on the corner of the first floor of the development 61 Wall Street, to the Norwalk Arts Commission (the “Commission”) for a term of five (5) years at the base rental cost of \$1 per year; b) the Commission shall use and/or sublease and/or license the space during the five-year lease term for the sole purpose of providing programming that is consistent with the Commission’s mission to infuse the arts into Norwalk civil and cultural experiences, provided however that the Commission must obtain Phase I Redeveloper’s approval of any sublessee or licensee, such approval not to be unreasonably withheld, conditioned, or delayed, and that any

lease, sublease, or license for the space must be pursuant to a formal agreement containing mutually agreeable terms and conditions; c) the Phase I Redeveloper shall be responsible for providing the Commission with basic usable space, also known as a “plain vanilla box”; d) the Commission shall be responsible for constructing any additional fit up work necessary to prepare the space for the Commission’s operations or sub-tenants or licensees, also known as tenant fit up work; and e) the Commission shall annually pay a common area maintenance fee which shall be an amount which reflects Retail Space E’s proportionate share of the operating expenses and taxes for the premises in which it is located, 61 Wall Street, based upon the percentage which the square footage of Retail Space E bears to the square footage of the entire building.

(G) Section 3.2 is amended hereby by deleting the first sentence thereof in its entirety and replacing with the following:

“Within sixty (60) days of issuance of written commitment for financing from Citibank, the Phase I Redeveloper shall submit its application for a building permit for the Phase I construction. Such application for building permit shall include Construction Plans (as defined in Section 301 of Part II hereof) for the Phase I Improvements to be constructed on the Project Site in accordance with Section 2.1 hereof, and a timetable for the construction of the Phase I Improvements, for approval by the Agency.”

(H) Section 3.6 is hereby amended by inserting “, at the Agency’s sole cost and expense,” in between the words “the Agency may retain a third party consultant” and “to determine whether such”, by deleting “and the expense of such consultant shall be an Acquisition Expense”, and by deleting the final sentence.

(I) Section 3.7 is hereby amended by revising the first sentence which shall read as follows:

“For purposes of Phase I, including Final Land Use Approvals, the Redeveloper shall proceed diligently to obtain all governmental permits required for construction of the Phase I Improvements to be constructed on the Project Site and to undertake such environmental remediation or other actions as may be required as a prerequisite to commencement of construction of the Phase I Improvements on the Project Site.

The following sentence is hereby added at the end of the first paragraph: “For purposes of this section, and only in the instance of Phase I, Final Land Use Approvals shall mean any Land Use Approval, as hereinafter defined, which has been approved, and which approval is necessary as determined by Phase I Redeveloper, as a final action of that Governmental Authority having jurisdiction over that matter and all periods in which to take an appeal have expired and which (i) is not subject to any condition not acceptable to Phase I Redeveloper, in Phase I Redeveloper’s reasonable discretion, provided Phase I Redeveloper shall not be obligated to accept any

condition that increases the Phase I Redeveloper's construction or operating costs for Phase I beyond a de minimus measure, (ii) has not been appealed by a third party unrelated to Phase I Redeveloper, or (iii) if appealed, has been fully and finally resolved in favor of Phase I Redeveloper, as determined by Phase I Redeveloper in its sole cost and exclusive discretion, with the expiration of any further appeal periods or rights to appeal. For purposes of the foregoing sentence, "Land Use Approval" shall mean all those governmental permits and approvals, required for the construction of the Phase I Improvements, including but not limited to such permits and approvals issued by any federal, state or municipal agency such as but not limited to the Zoning Commission, Planning Commission, OSTA, DEEP, or the State of Connecticut Department of Transportation, but shall not be deemed to include building or similar administrative permits issued by the City."

(J) Section 3.8 is hereby amended by adding the parenthetical "(for purposes of Phase I, Zoning approval shall mean Final Land Use Approvals)" to the end of the first sentence.

(K) Section 3.9 is hereby deleted in its entirety and replaced with the following:

"Evidence of Equity Capital and Mortgage Financing.

The Phase I Redeveloper has the financial wherewithal necessary to proceed with and carry out and construct Phase I, as modified. The Phase I Redeveloper has undertaken and successfully completed numerous similar projects with construction financing from Citibank, and in the course of that business, they have been the subject of ongoing detailed financial reviews. As agreed in the LRA, as amended, to which Citibank is a party, Citibank has approved of the Phase I Redeveloper.

The Phase I Redeveloper has significant experience with the securing and deployment of Low Income Housing Tax Credit equity for projects.

Upon receipt of Final Land Use Approvals, Redeveloper shall diligently pursue all necessary state and local approvals related to funding of the project, including but not limited to allocation of Volume Cap Bonds from the State of Connecticut sufficient to meet the financing needs for the Project for both construction and permanent financing (the "State Financial Approvals"), and any local City approvals for required funding for the Project (the "Local Financial Approvals") (State Financial Approvals and Local Financial Approvals collectively referred to as the "Financial Approvals"); Redeveloper shall submit periodic updates as to its progress regarding the State Financial Approvals to both the City and the Agency; c) within sixty (60) days of obtaining the Financial Approvals, Redeveloper shall submit all necessary information required by Citibank for its approval for all funding necessary for both construction and permanent financing for the Project; and d) within sixty (60) days of such

submission Phase I Redeveloper anticipates that ,Citibank will issue written commitment(s) satisfactory to close on the construction loan. It is expressly understood that the construction loan closing is contingent upon the City of Norwalk issuing a building permit for the construction of the Project.”

(L) Section 3.12(A) is hereby deleted in its entirety and replaced with the following:

“Phase I Improvements. Construction of the Phase I Improvements on the Project Site shall be commenced by the Phase I Redeveloper within sixty (60) days after Phase I Redeveloper obtains the building permit for the Phase I Improvements. The Phase I Improvements shall be completed within twenty four (24) months of commencement, which time period may be extended by up to six (6) months in the event an extension of construction financing is required and granted by Phase I Redeveloper’s lender, which completion shall be evidenced by Certificates of Completion issued by the Agency in accordance with the timeframes set forth in section 3.13, and, furthermore, Phase I Redeveloper agrees that it will submit its written request, as set forth in Section 3.13(A) hereof, for a Certificate of Completion for the Phase I Improvements no later than thirty (30) days prior to the end of such twenty-four (24) month period, or such period as extended.

(M) Section 4.1 is hereby amended such that the City Funds, as such term is defined in Section 4.1 of the LDA, or the applicable portion thereof, shall be made available to the Phase I Redeveloper to the extent the Phase I Redeveloper can evidence to the City and the Agency that the City Funds, or such applicable portion thereof, is necessary to pay for City Infrastructure Improvements actually constructed within Phase I. Furthermore, the Phase I Redeveloper agrees that it shall not be entitled to request any City Funds or to give an Infrastructure Notice until the Phase I Redeveloper i) has obtained its building permit for Phase I Improvements and ii) has commenced construction of Phase I in accordance herewith. The Phase I Redeveloper agrees that the Agency shall approve what constitutes a City Infrastructure Improvement prior to Phase I Redeveloper’s budget being finalized, and that the Agency may solicit input from the City and its agencies as needed. Such determinations regarding Infrastructure Improvements shall supersede items identified in Exhibit C-1 through C-4 for purposes of the Phase I Improvements.”

(N) Section 7.5 is hereby deleted in its entirety.

(O) Section 9.6 is hereby deleted in its entirety.

(P) Exhibit H is hereby deleted in its entirety.

(Q) Section 13.2 is revised to delete the following sentences:

“provided that they do not result in Kenneth Olson ceasing to have operational control of the management of the business affairs of Redeveloper and its Affiliates or Kenneth Olson and the members of the Redeveloper previously disclosed to the Agency’s consultant, ceasing to own a seventy (70%) percent or greater equity interest in the Redeveloper and its Affiliates”

“provided that Kenneth Olson and the members of the Redeveloper previously disclosed to the Agency’s consultant, continue to own a seventy (70%) percent or greater equity interest in the Redeveloper and its Affiliates and Kenneth Olson shall continue to have control of the day-to-day management of the affairs of Redeveloper and/or its Affiliates or such other Persons comprising Redeveloper,”

(R) Section 18.1 is hereby amended by adding the following sentence immediately at the end of that section: “The parties hereby agree, notwithstanding anything in this Section to the contrary, that mediation shall be conducted and completed within thirty (30) days of mutually agreed upon appointment of a mediator, or else the mediation requirement will be deemed satisfied and the non-breaching party may commence arbitration immediately.”

(S) Article 20 shall apply to Phase I Redeveloper, however, for the avoidance of doubt, shall apply to any work to be performed in accordance with this Second Amendment and compliance with this Article shall not take into consideration any work completed prior to the date hereof.

(T) Article 23 is hereby amended by incorporation by reference the Amended Redevelopment Plan, attached hereto as Exhibit 23. Any mention of the Redevelopment Plan in the LDA shall hereinafter refer to the Amended Redevelopment Plan.

(U) For the avoidance of doubt, Article 25 shall apply to the Phase I Redeveloper Property, including the Phase I Acquisition Property.

(V) Article 26 is hereby amended by adding the following sentence to Section 26.3:

“The parties agree that the scoring for compliance with this Section by Phase I Redeveloper may include consideration of practices implemented in connection with the construction of the existing building located on the Phase I Project Site.”

7. Provisions of the LDA Not Applicable to Phase I Redeveloper

The following provisions are not applicable, or not wholly applicable to the Phase I Redeveloper, as set forth in more detail:

- (A) Section 2.2 is not applicable to Phase I Redeveloper.
- (B) Section 2.3 is not applicable to Phase I Redeveloper.
- (C) Section 2.4 is not applicable to Phase I Redeveloper.
- (D) Section 2.5 is not applicable to Phase I Redeveloper, and the parking construction and provision obligations of Phase I Redeveloper are set forth in Section 2.1, as revised herein.
- (E) Section 3.3 is not applicable to Phase I Redeveloper.
- (F) Section 3.4 is not applicable to Phase I Redeveloper.
- (G) Section 3.12 B and Care not applicable to Phase I Redeveloper.
- (H) Section 4.2 is not applicable to Phase I Redeveloper.
- (I) Any reference to a Redeveloper guarantee of the payment of Debt Service Payments in Section 4.4 is not applicable to Phase I Redeveloper.
- (J) Section 4.5 is applicable to Phase I Redeveloper only to the extent that is relates to the Phase I Redeveloper Property.
- (K) Article 6 is not applicable to Phase I Redeveloper insofar as there are no anticipated Acquisition Expenses to be incurred by the City and the Agency in relation to the Phase I Improvements.
- (L) Sections 7.1 through 7.4 are applicable to Phase I Redeveloper only insofar as it relates to the Phase I Acquisition Property.
- (M) Section 7.6 is not applicable to Phase I Redeveloper.
- (N) Section 7.8 is not applicable to Phase I Redeveloper
- (O) Article 9 is not applicable to Phase I Redeveloper.
- (P) Section 24.2 is not applicable to Phase I Redeveloper.
- (Q) The parties acknowledge that Exhibits C-1 through C-4 (as referenced in Sections 1.13, 1.30, 1.50, 4.1 and 7.7) may no longer accurately reflect obligations for infrastructure and utilities in relation to Phase I as modified herein, and agree that modifications to Exhibits C-1 through C-4 shall be presented to the Norwalk Zoning Commission and the Agency and all other appropriate agencies for review and approval. Sections 1.13, 1.30, 1.50, 4.1, and 7.7 shall apply to Phase I Redeveloper

only insofar as it relates to such modified Exhibits C-1 through C-4.

8. Notices.

Any notices, approvals, disapproval or other communication (a “Notice”) to be given hereunder to any party shall be in writing and shall be given either by personal delivery, private overnight courier or messenger service, electronic facsimile or electronic mail or by depositing such notice in the United States mail, certified, with return receipt requested postage prepaid and addressed as follows:

Agency Redevelopment Agency of the City of Norwalk

125 East Avenue

P.O. Box 5125

Norwalk CT 06856-5125

Attn: Corporation Counsel

With a Copy to

Shipman & Goodwin LLP

300 Atlantic Street

Stamford CT 06901

Attn: Donald R. Gustafson

City:

City of Norwalk

125 East Avenue

P.O. Box 5125

Norwalk, CT 06856-5125

Attn: Corporation Counsel

With a copy to:

Shipman & Goodwin LLP

One Constitution Plaza

Hartford CT 06103

Attn: Joseph P. Williams

Phase I Redeveloper

Attn:

With a copy to:

Carmody Torrance Sandak & Hennessey LLP

707 Summer Street

Stamford, CT 06901

Attn: Deborah R. Brancato

9. Continuing Validity of Land Disposition and Development Agreement.

Except as modified hereby, the terms of the Land Disposition and Development Agreement, as amended by the Amendment to the Land Disposition and Development Agreement, remain in full force and effect. Nothing contained herein shall alter or amend any obligation of any party to the Land Disposition and Development Agreement or the Amendment to the Land Disposition and Development Agreement not a party hereto.

(Remainder of page left blank)

In Witness Whereof, the Agency has executed this Second Amendment of the Land Disposition and Development Agreement as of the date first above written.

Witnesses

Agency: THE REDEVELOPMENT AGENCY OF

THE CITY OF NORWALK

By: _____

Its:

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

, 2020

Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:

Agency Signature Page to Second Amendment to Land Disposition and Development Agreement

In Witness Whereof, the City has executed this Second Amendment of the Land Disposition and Development Agreement as of the date first above written.

Witnesses

THE CITY OF NORWALK

By: _____

Its:

STATE OF CONNECTICUT)

) ss.

, 2020

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

City of Norwalk Signature Page to Second Amendment to
Land Disposition and Development Agreement

In Witness Whereof, the Phase I Redeveloper has executed this Second Amendment of the Land Disposition and Development Agreement as of the date first above written.

Witnesses

[_____]

By: _____

Its:

STATE OF CONNECTICUT)

) ss.

, 2020

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

[_____] Signature Page to Second Amendment to
Land Disposition and Development Agreement

EXHIBIT A-1
Phase I Acquisition Property

1. 17 Isaacs Street; Tax Parcel 1-29-29

EXHIBIT B-1
Phase I Conceptual Master Site Plan

EXHIBIT D-1
Phase I Project Site

1. 61 Wall Street; Tax Parcel 1-29-13
2. 17 Isaacs Street; Tax Parcel 1-29-29

EXHIBIT E-1
Phase I Redeveloper Property

1. 61 Wall Street; Tax Parcel 1-29-13
2. 17 Isaacs Street; Tax Parcel 1-29-29

EXHIBIT 2.1(B)1
Parking Plan

EXHIBIT 23
Amended Redevelopment Plan

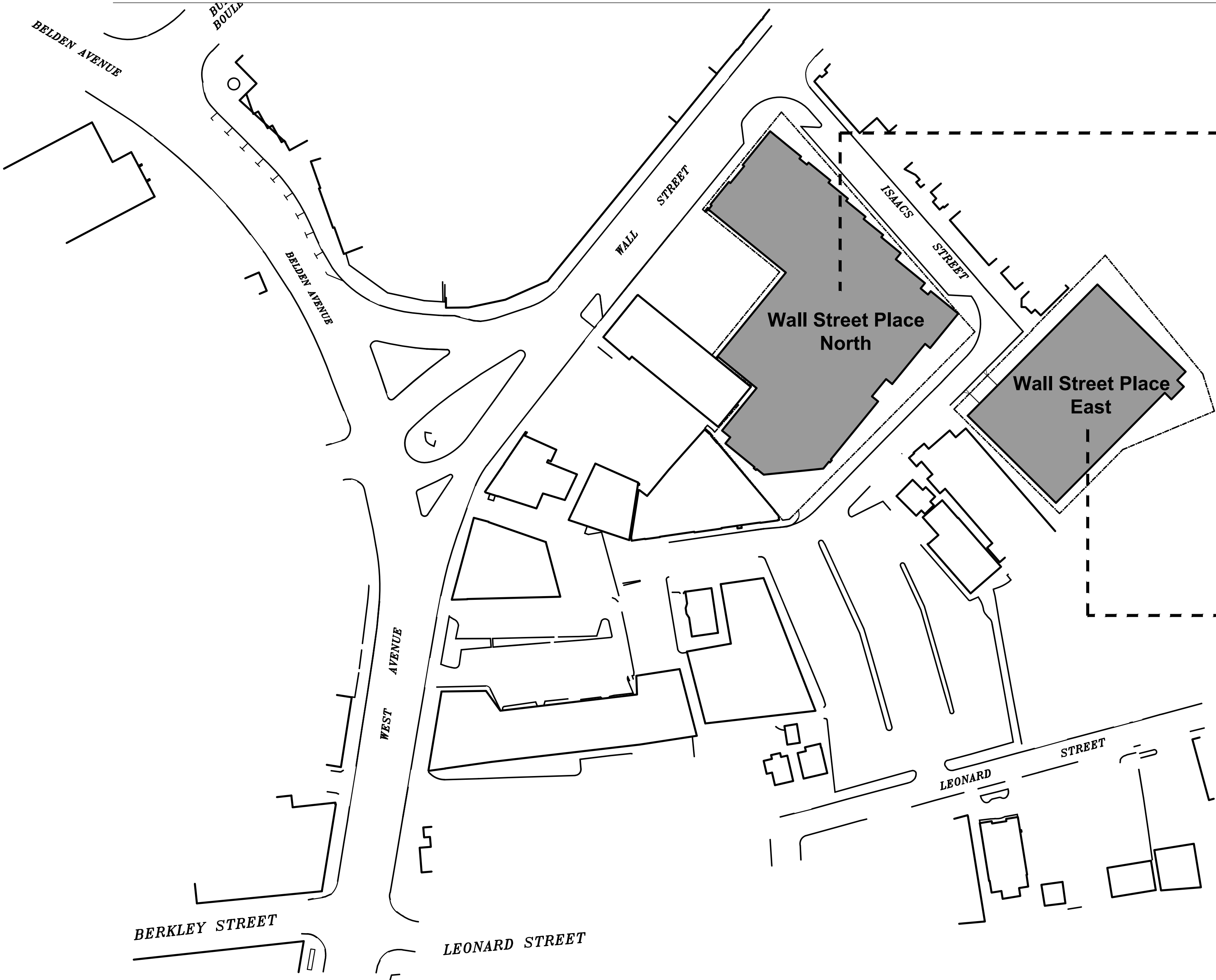
WALL STREET PLACE PRELIMINARY DESIGN

NORWALK, CT

DRAFT

JUNE 9, 2020

PROGRESS SET ONLY



PROJECT INFORMATION							
N O R T H	UNIT MATRIX						
	FLOOR	STUDIO	1 BED	2 BED	3 BED	TOTAL	GROSS SQ. FT.
	BASEMENT	-	-	-	-	0	11,098 GROSS SQ. FT.
	FIRST	-	-	-	-	0	21,688 GROSS SQ. FT.
	SECOND	-	6	14	2	22	32,524 GROSS SQ. FT.
	THIRD	-	8	15	2	25	31,780 GROSS SQ. FT.
	FOURTH*	-	3	20	2	25	31,780 GROSS SQ. FT.
	FIFTH**	-	3	13	4	20	31,780 GROSS SQ. FT.
	SIXTH	-	1	6	2	9	15,927 GROSS SQ. FT.
	TOTAL:	0	21	68	12	101	176,437 GROSS SQ. FT.
* DUPLEX UNITS ON 4TH AND 5TH FLOORS ARE COUNTED ON THE 4TH FLOOR ** DUPLEX UNITS ON 5TH AND 6TH FLOORS ARE COUNTED ON THE 5TH FLOOR							

PROJECT INFORMATION									
E A S T	PARKING SUMMARY				RESIDENTIAL SUMMARY				
	FLOOR	CARS	HC CARS	TOTAL	ST	1 BED	2 BED	TOTAL	GROSS SQ. FT.
	BASEMENT	21	-	21	-	-	-	-	594 GROSS SQ. FT.
	GRADE	48	5	53	-	-	-	-	1,124 GROSS SQ. FT.
	SECOND	68	-	68	-	-	-	-	848 GROSS SQ. FT.
	THIRD	15	-	15	3	20	2	25	23,736 GROSS SQ. FT.
	FOURTH	-	-	-	3	20	2	25	23,736 GROSS SQ. FT.
	TOTAL:	152	5	157	6	40	4	50	50,038 GROSS SQ. FT.

NOTE: AREAS NOTED ABOVE DO NOT INCLUDE UNCONDITIONED SPACE.

OWNER



JHM FINANCIAL GROUP, LLC
1281 EAST MAIN ST, SUITE 201
STAMFORD, CT 06902

ARCHITECT



CROSSKEY ARCHITECTS, LLC
750 MAIN ST, SUITE 150
HARTFORD, CT 06103
(860) 724-3000

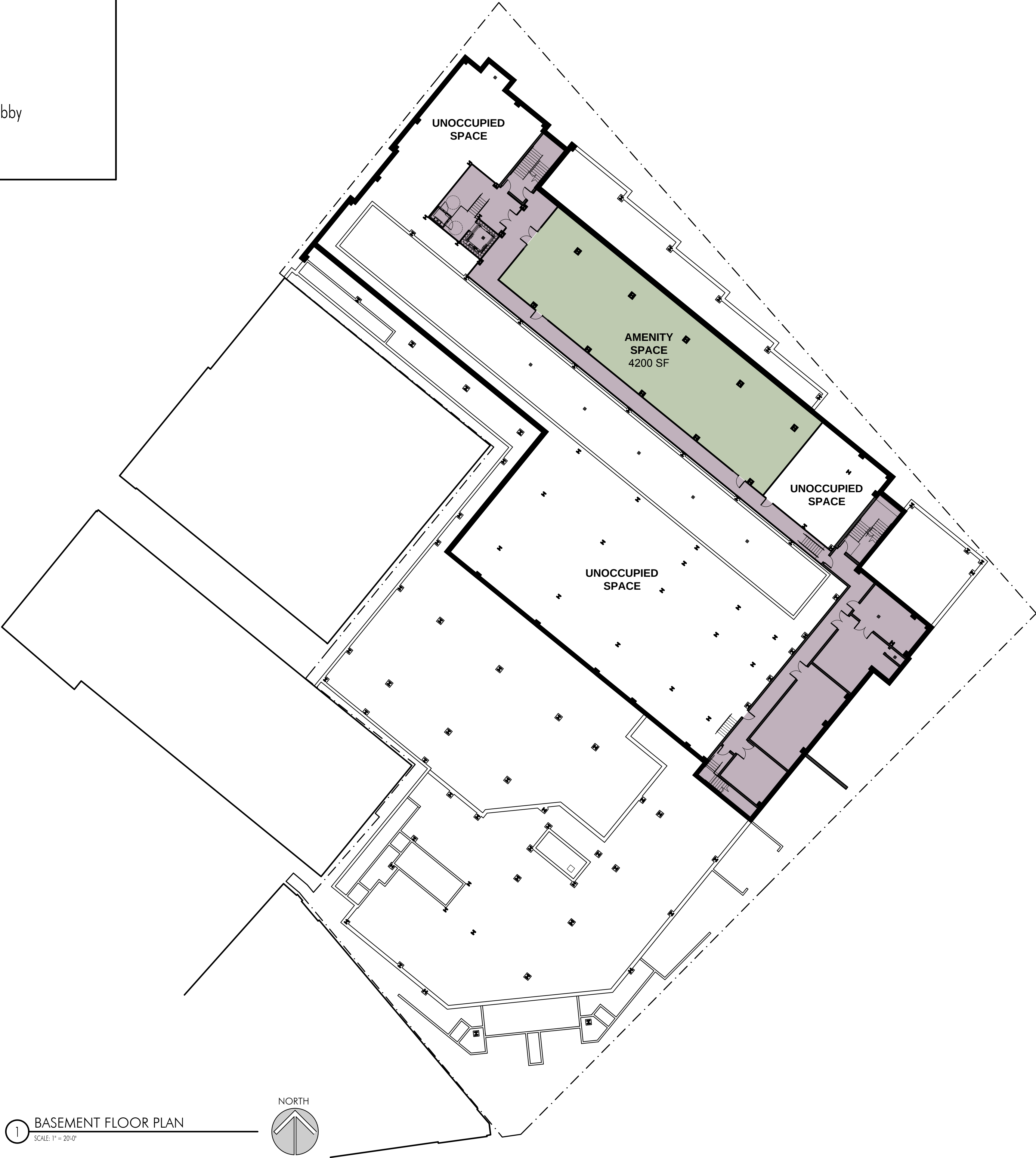
CIVIL ENGINEER



REDNISS & MEAD
22 FIRST STREET
STAMFORD, CT 06905
(203) 327-0500

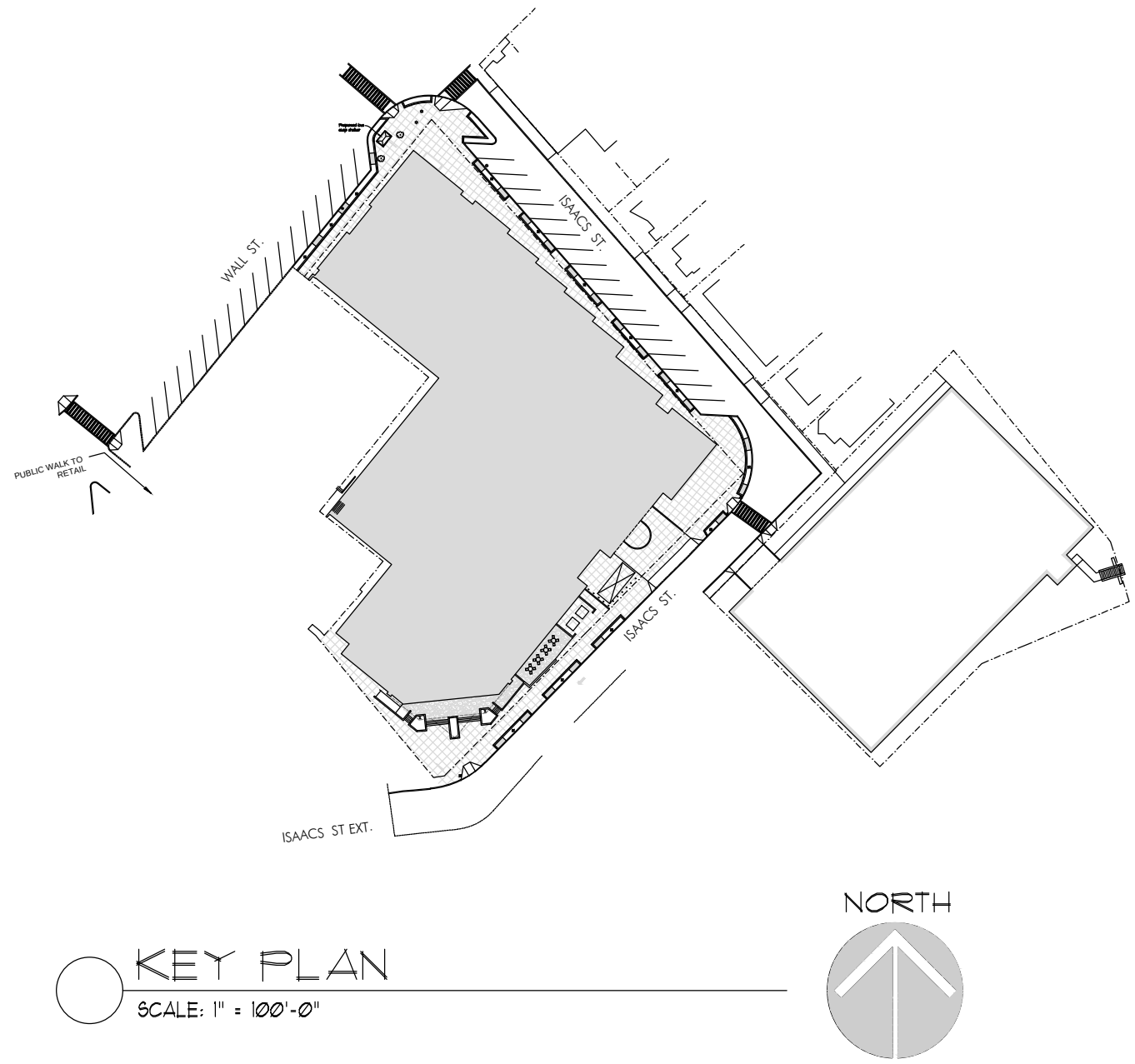


KEY	
	Residential Common Area
	Parking
	Non-residential
	Flat
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space



1 BASEMENT FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



KEY PLAN
SCALE: 1" = 100'-0"

KEY

Residential Common Area

Parking

Non-residential

Flat

Duplex

Through block arcade / lobby

Common Service Area

Recreational Space

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF

RETAIL SUMMARY	
Retail	Net Sq Ft
A	1,495 SF
B	1,845 SF
C	1,100 SF
D	968 SF
E	892 SF
F	2,616 SF
G	1,317 SF
Total	10,233 NSF

PARKING SUMMARY	
Accessible Spaces	1
Accessible Van Spaces	1
Standard Spaces	38
40 Total Spaces	

1 FIRST FLOOR PLAN

SCALE: 1" = 20'-0"



KEY

Residential Common Area

Parking

Non-residential

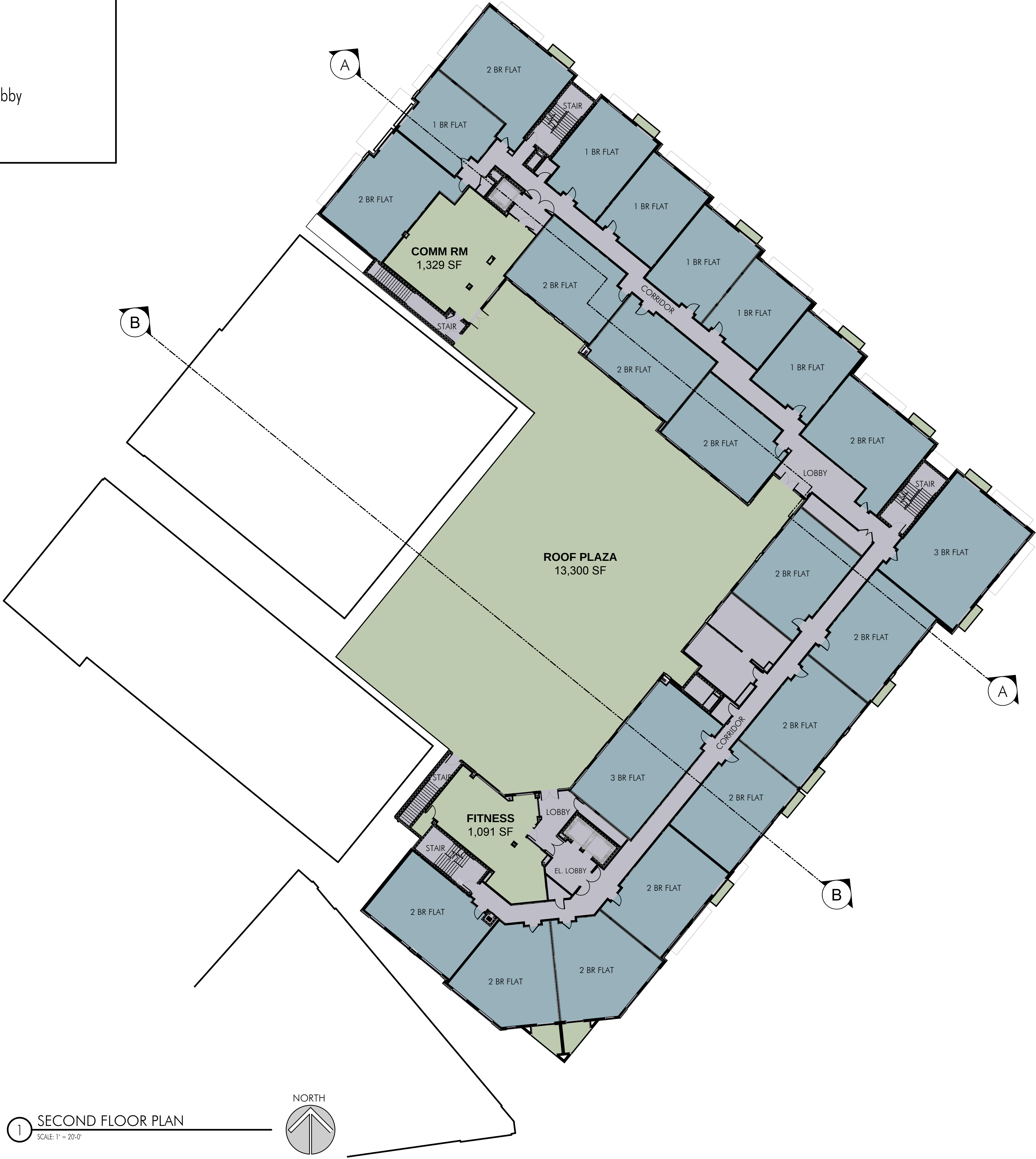
Flat

Duplex

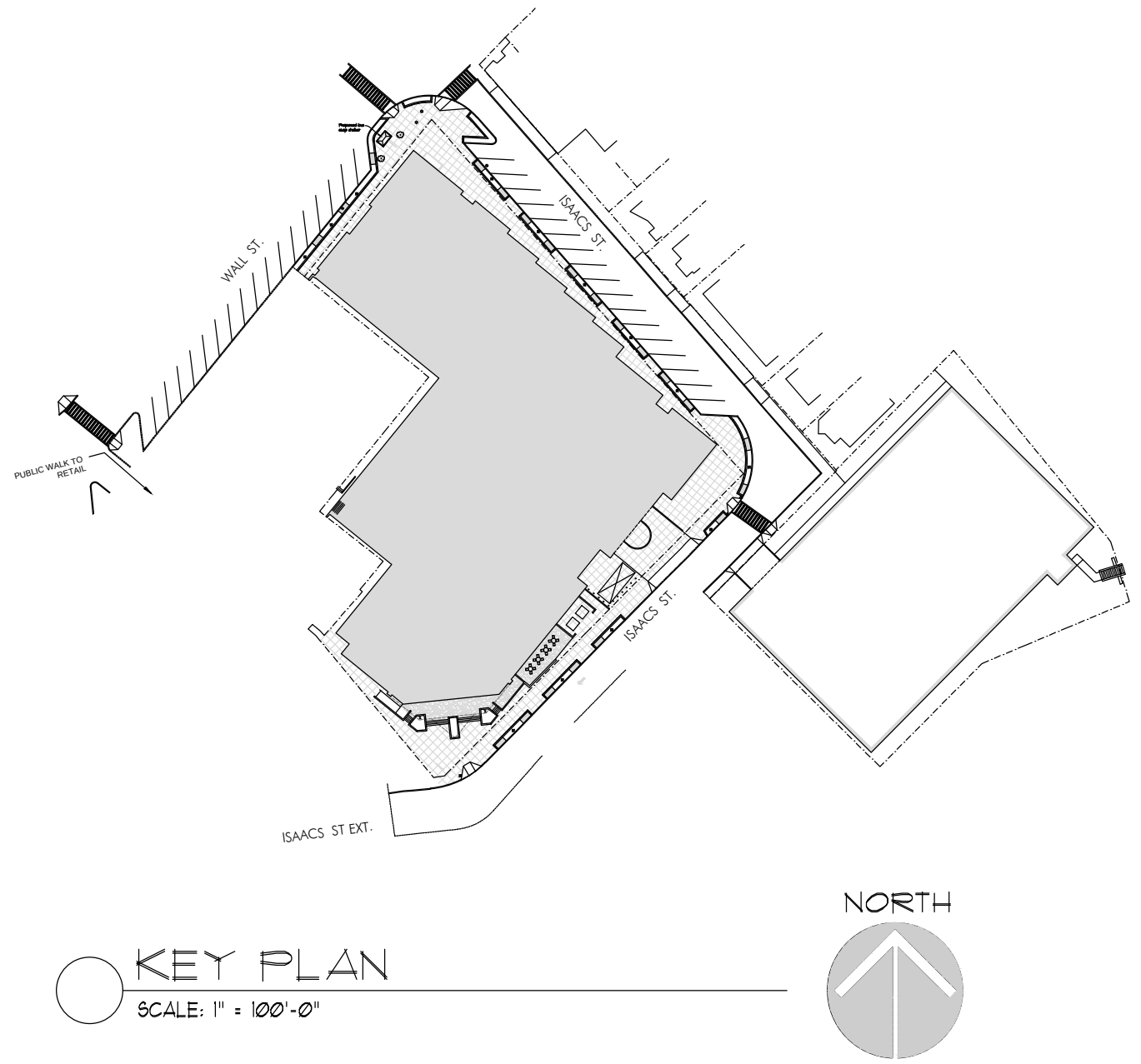
Through block arcade / lobby

Common Service Area

Recreational Space



GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



KEY

Residential Common Area

Parking

Non-residential

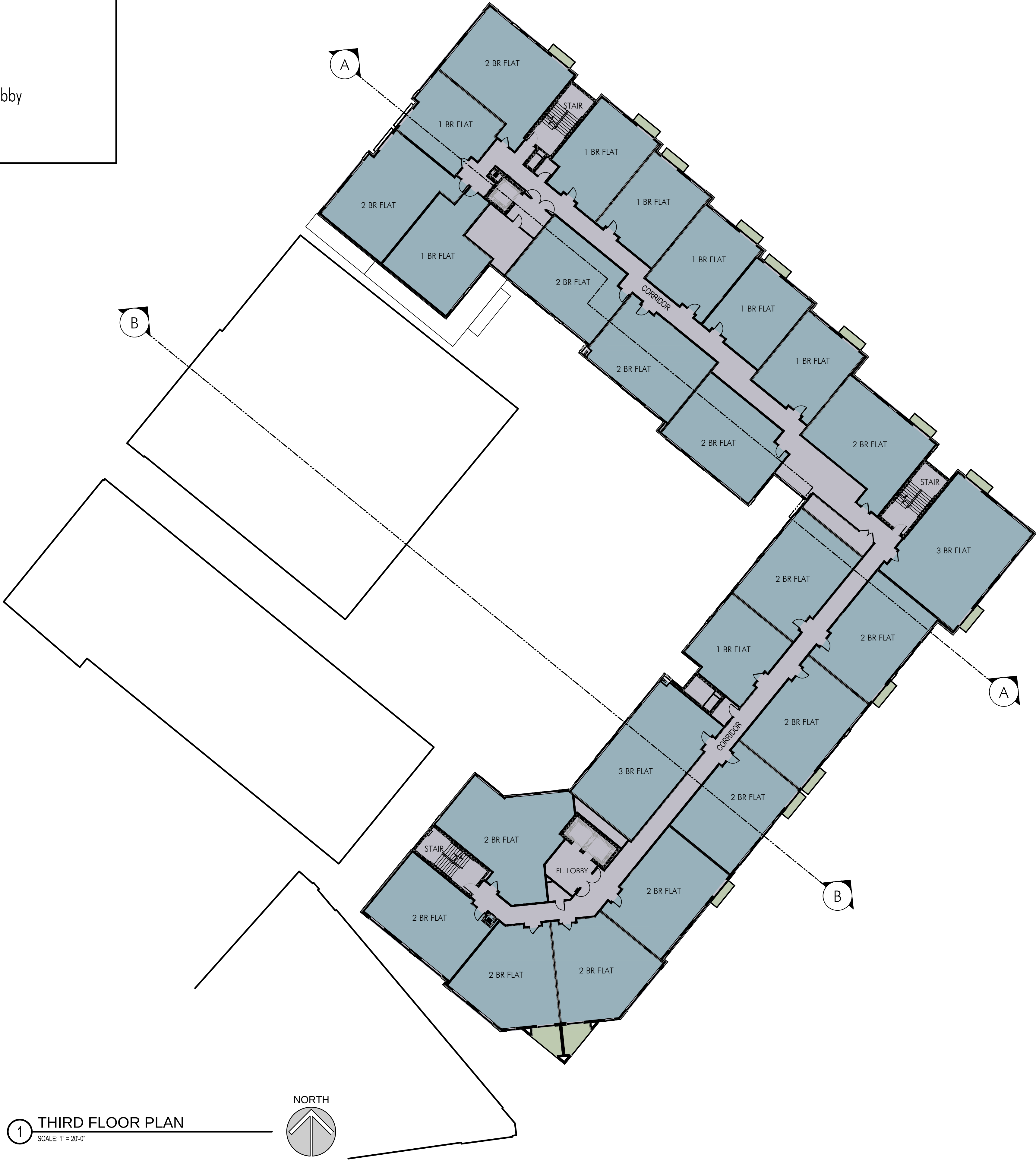
Flat

Duplex

Through block arcade / lobby

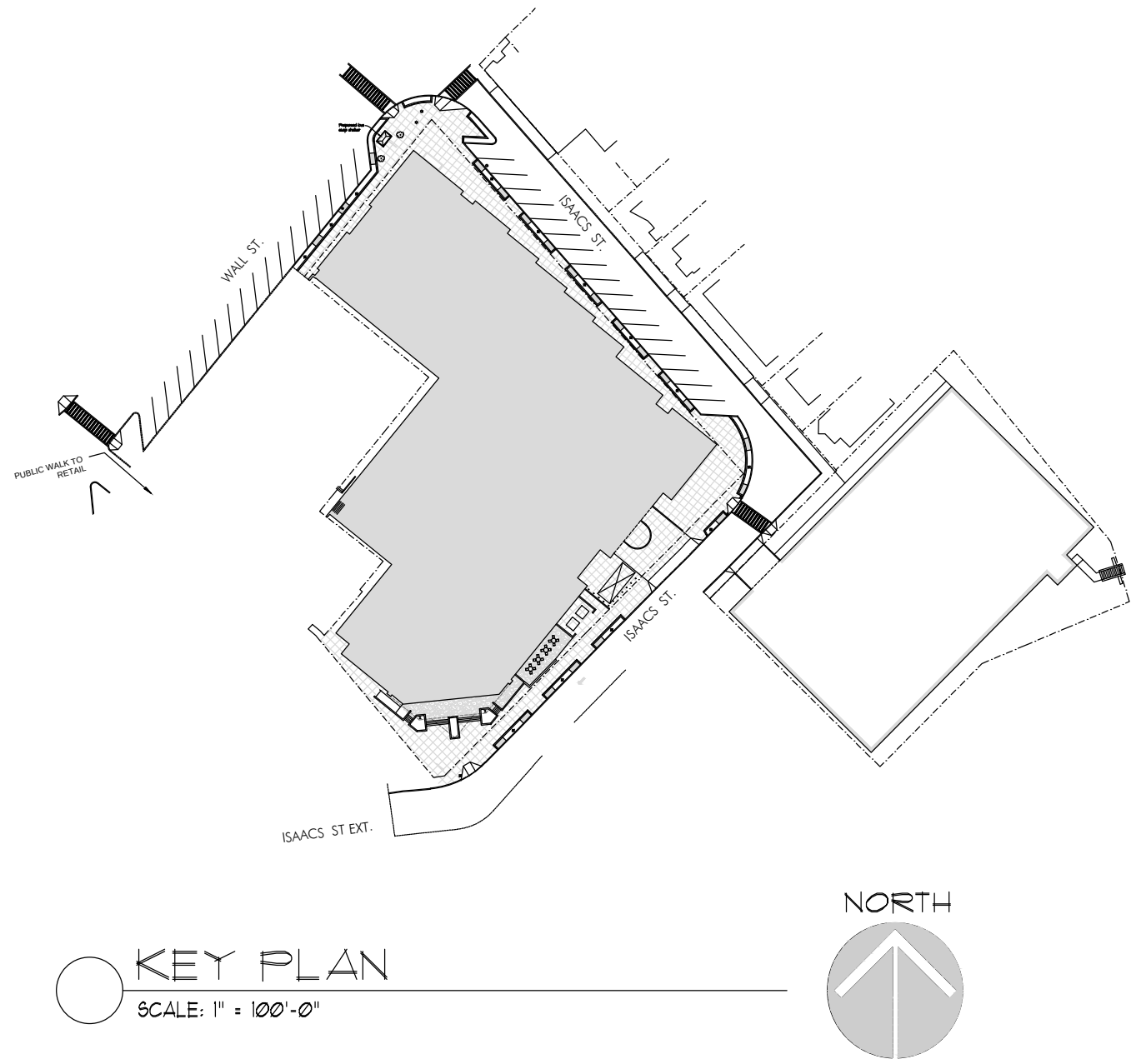
Common Service Area

Recreational Space



1 THIRD FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



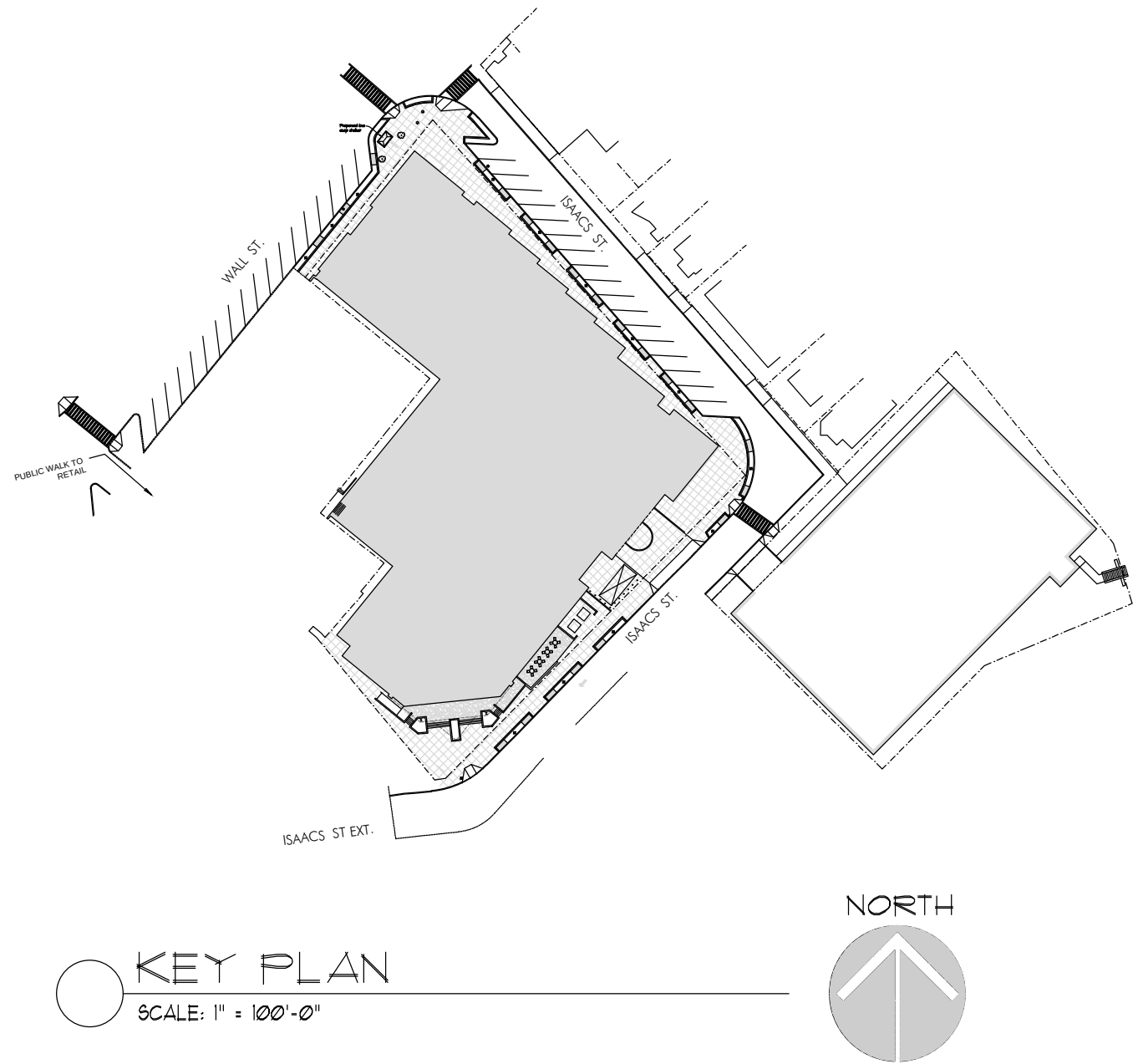
KEY	
	Residential Common Area
	Parking
	Non-residential
	Flat
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space



1 FOURTH FLOOR PLAN
SCALE: 1" = 20'-0"



GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



KEY

Residential Common Area

Parking

Non-residential

Flat

Duplex

Through block arcade / lobby

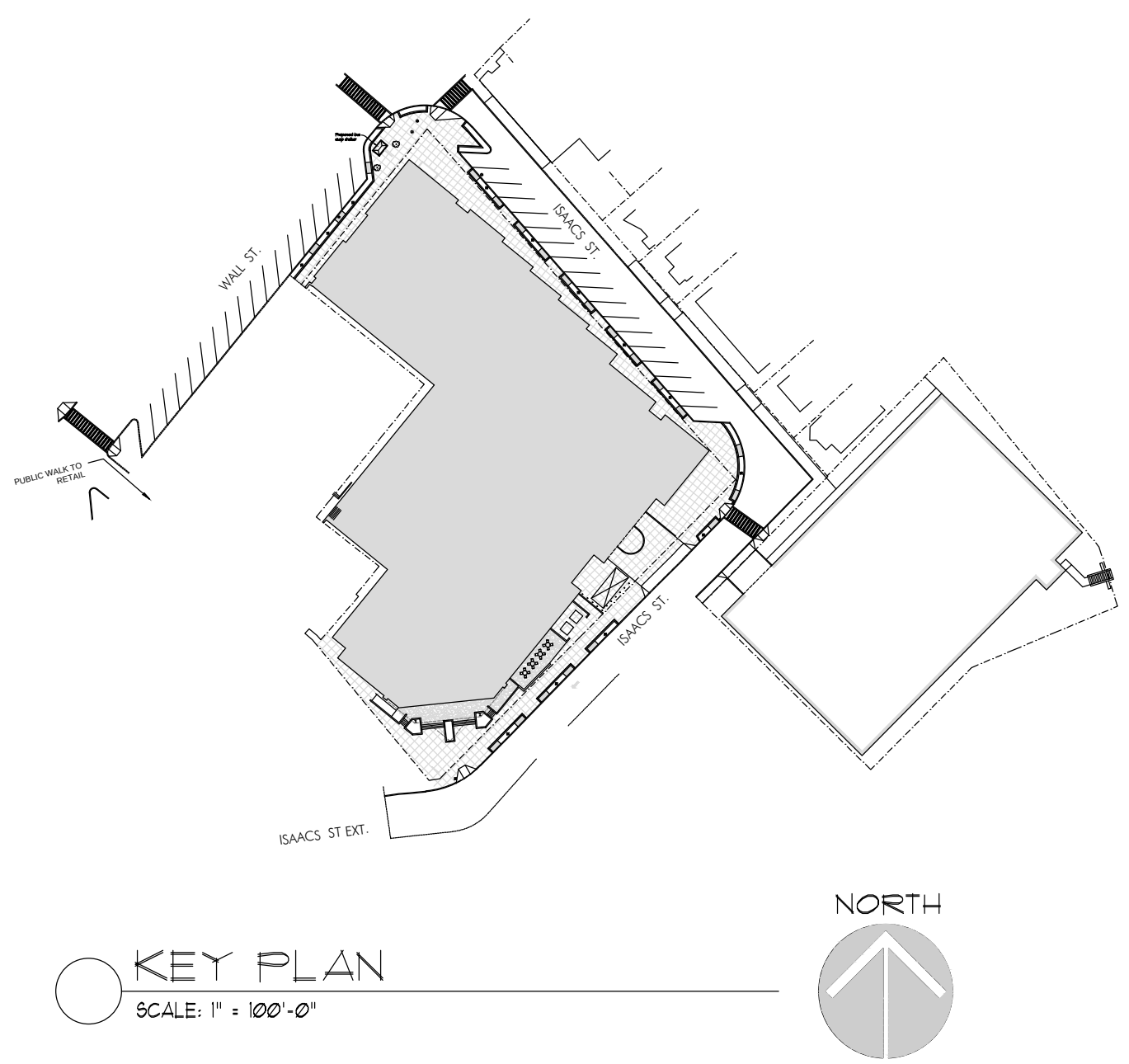
Common Service Area

Recreational Space



1 FIFTH FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF



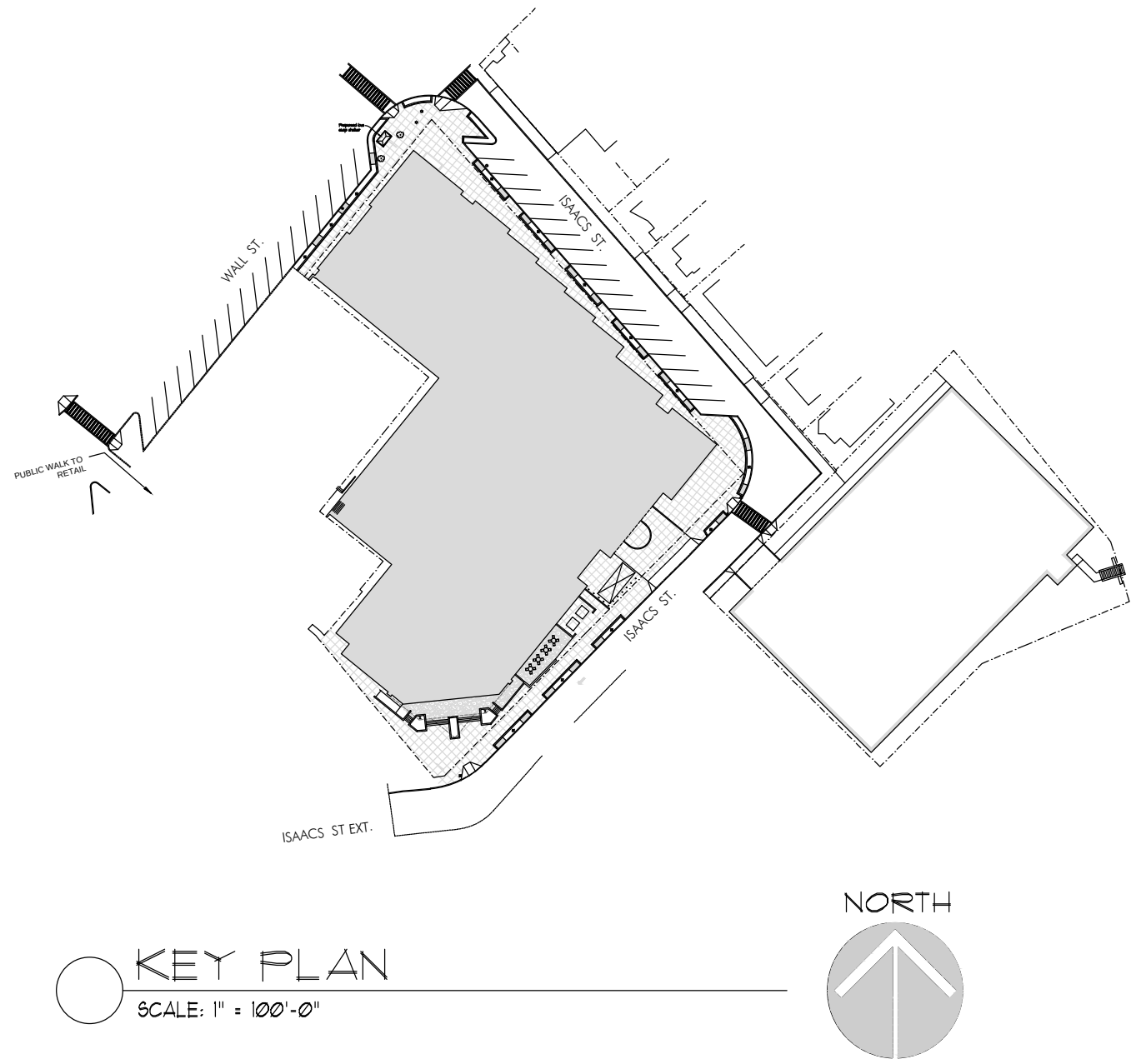
KEY PLAN
SCALE: 1" = 100'-0"

KEY	
	Residential Common Area
	Parking
	Non-residential
	Flat
	Duplex
	Through block arcade / lobby
	Common Service Area
	Recreational Space



1 SIXTH FLOOR PLAN
SCALE: 1" = 20'-0"

GROSS CONDITIONED AREA	
Description	Gross Sq Ft
Basement	11,098 GSF
First Floor	21,668 GSF
Second Floor	32,524 GSF
Third Floor	31,740 GSF
Fourth Floor	31,740 GSF
Fifth Floor	31,740 GSF
Sixth Floor	15,927 GSF
Total	176,437 GSF





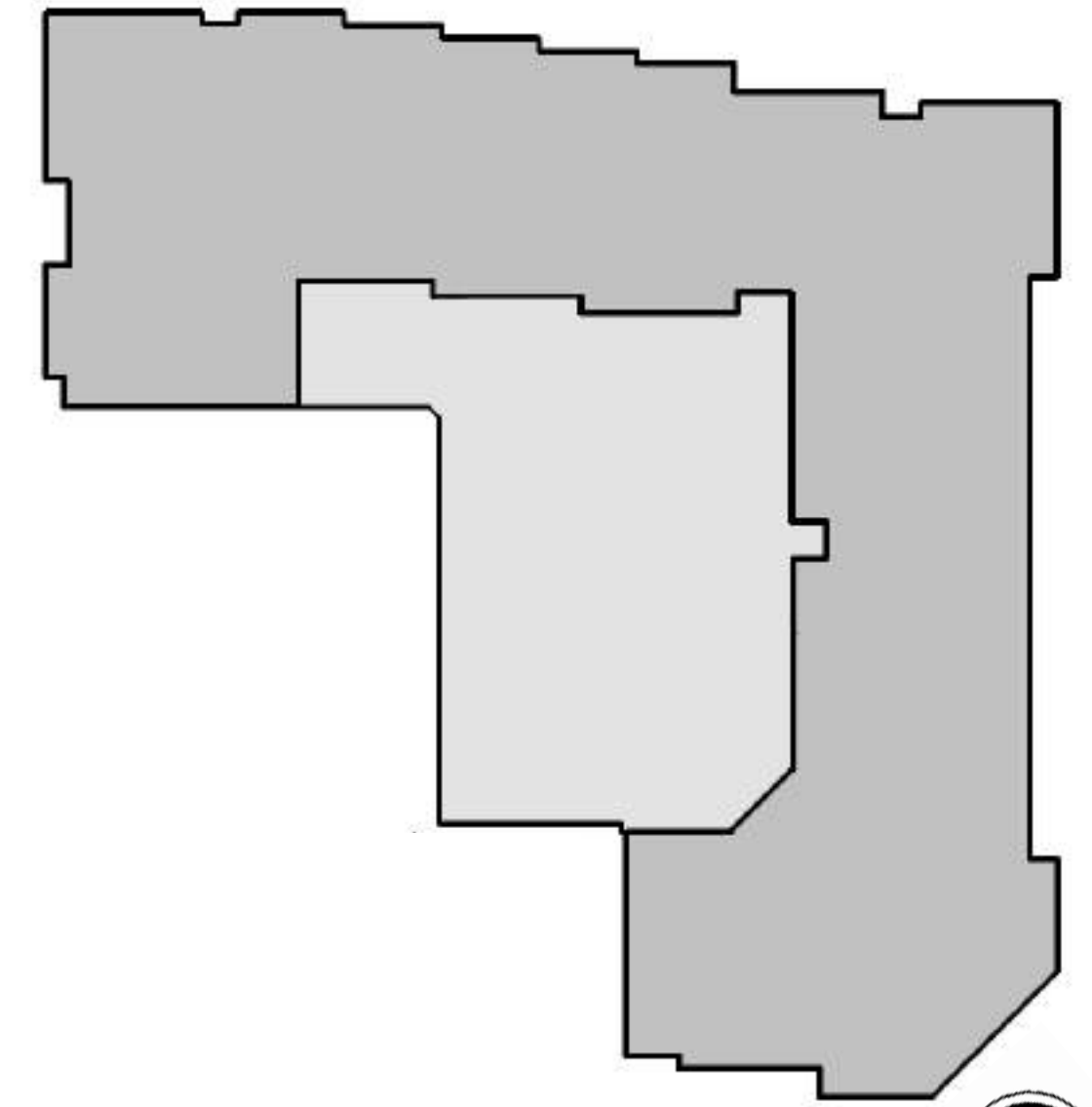
ISAACS STREET CONCEPTUAL ELEVATION



WALL STREET CONCEPTUAL ELEVATION

ISAACS STREET

WALL STREET

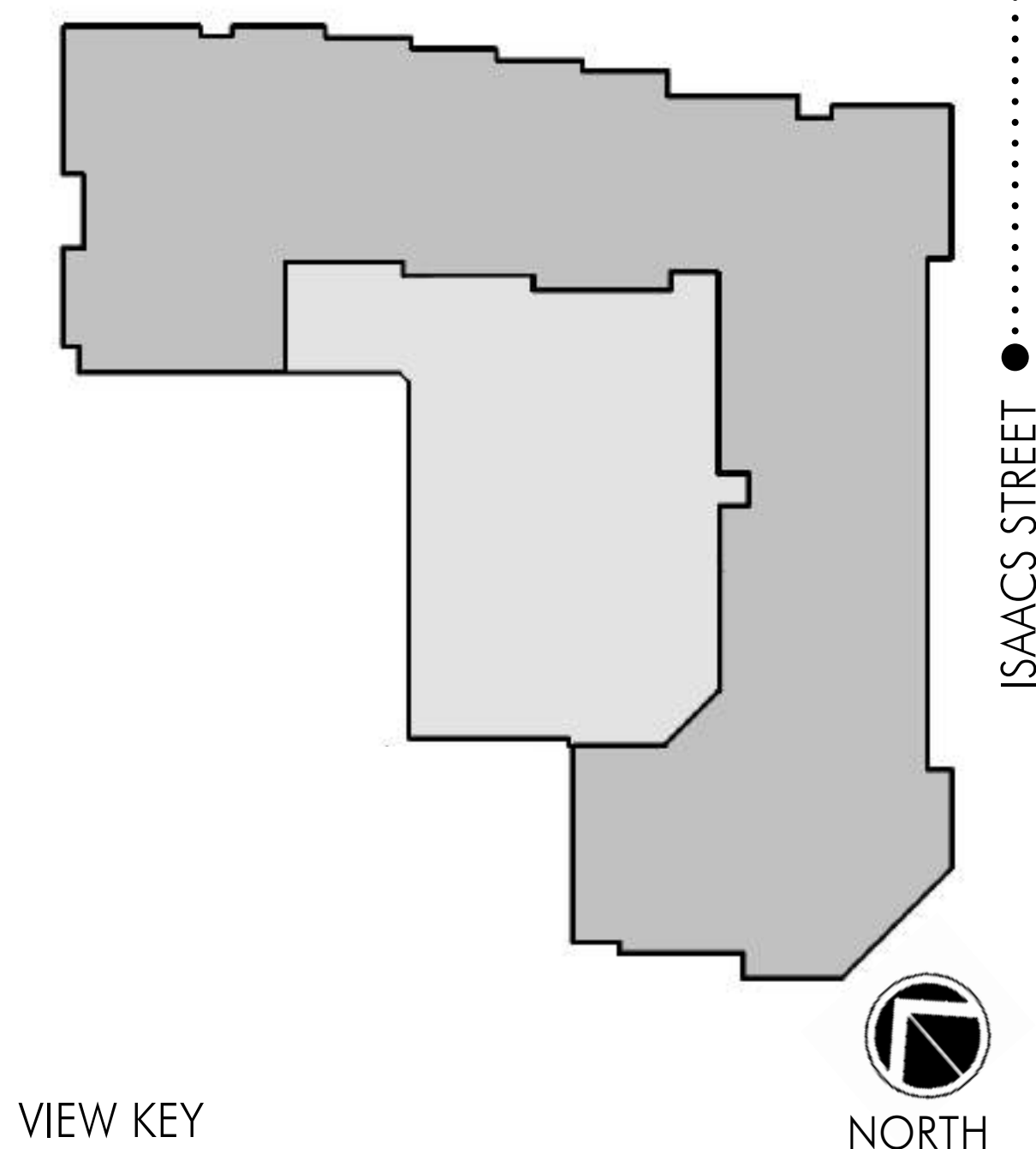


VIEW KEY

REFER TO MATERIAL SHEET FOR DETAILS



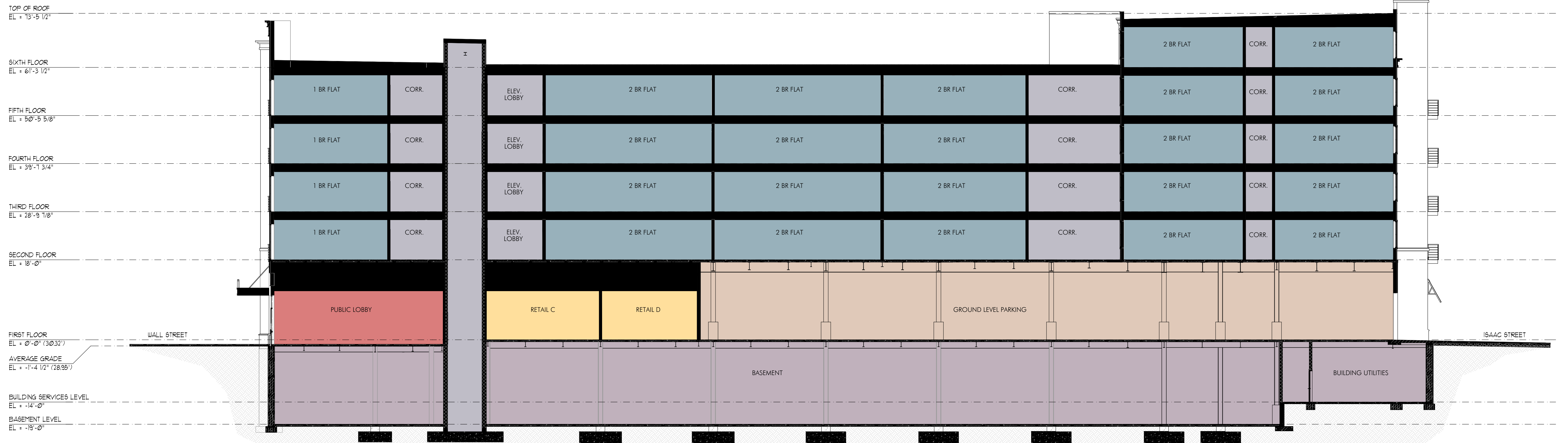
ISAACS STREET CONCEPTUAL ELEVATION



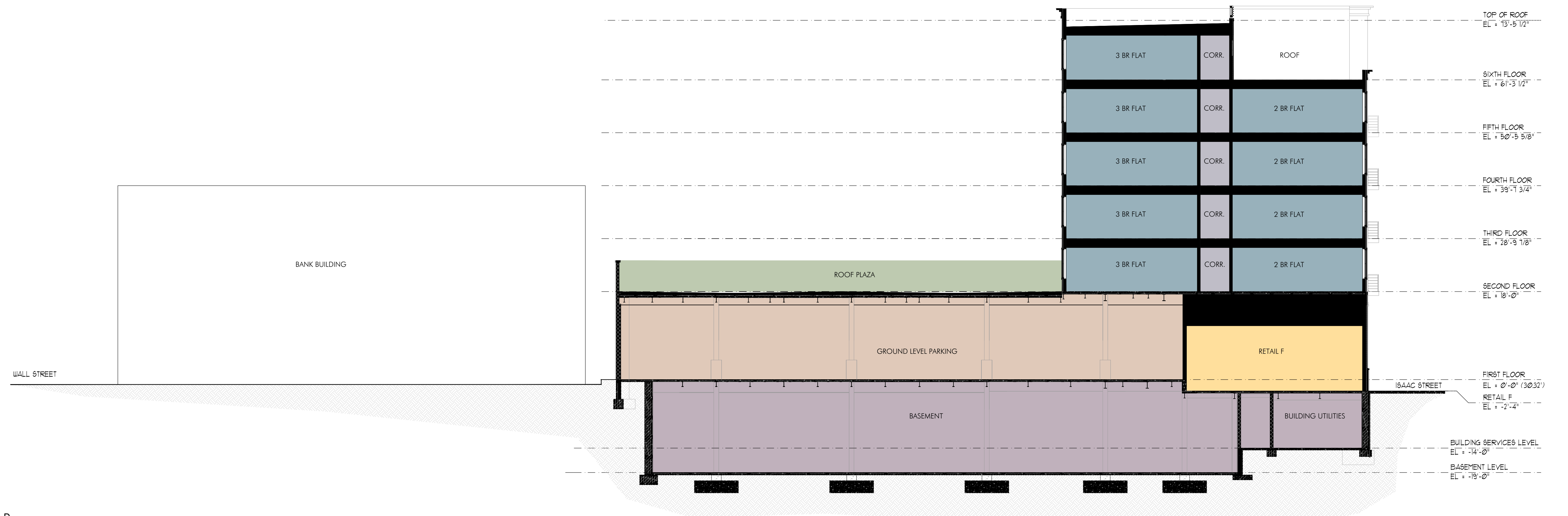
VIEW KEY

REFER TO MATERIAL SHEET FOR DETAILS

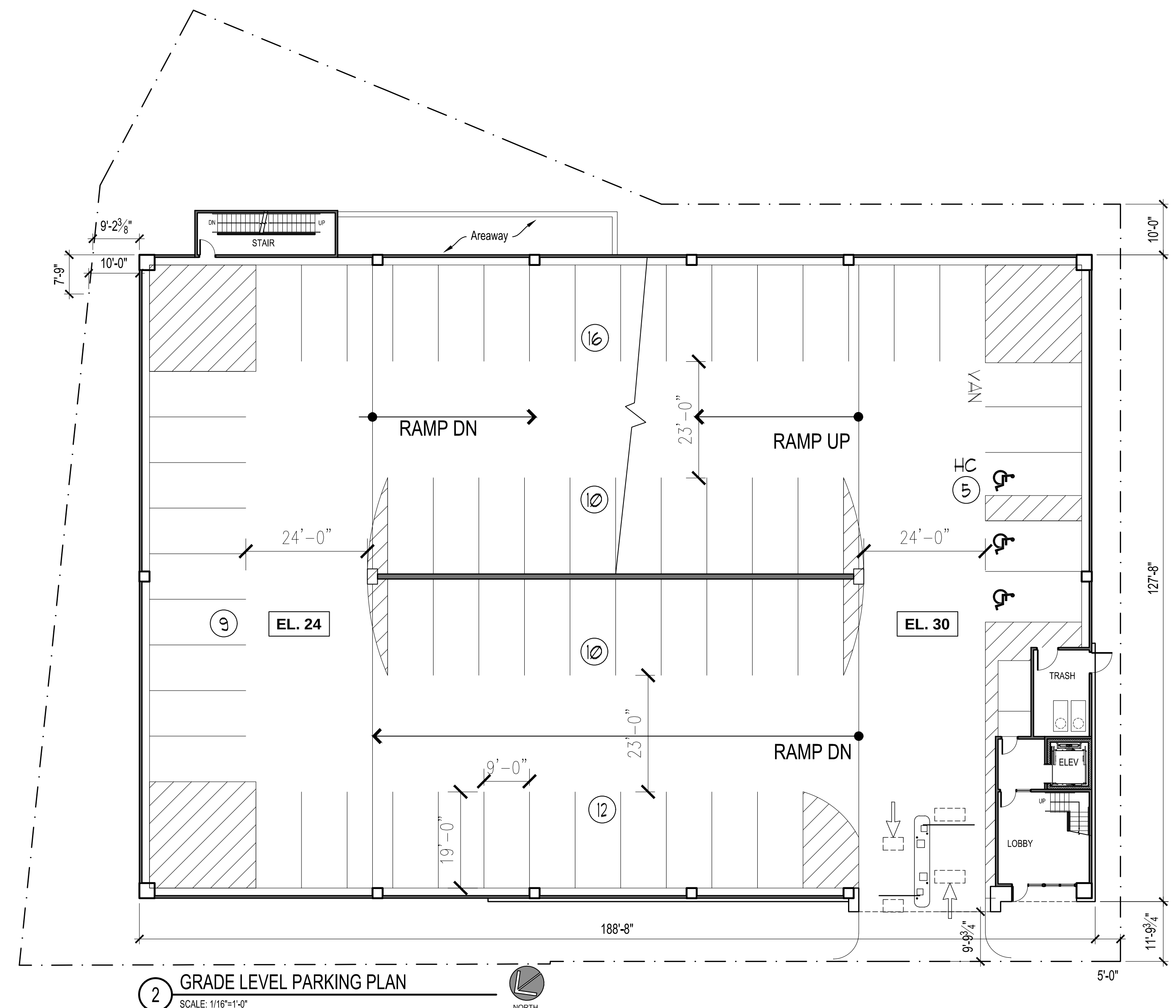
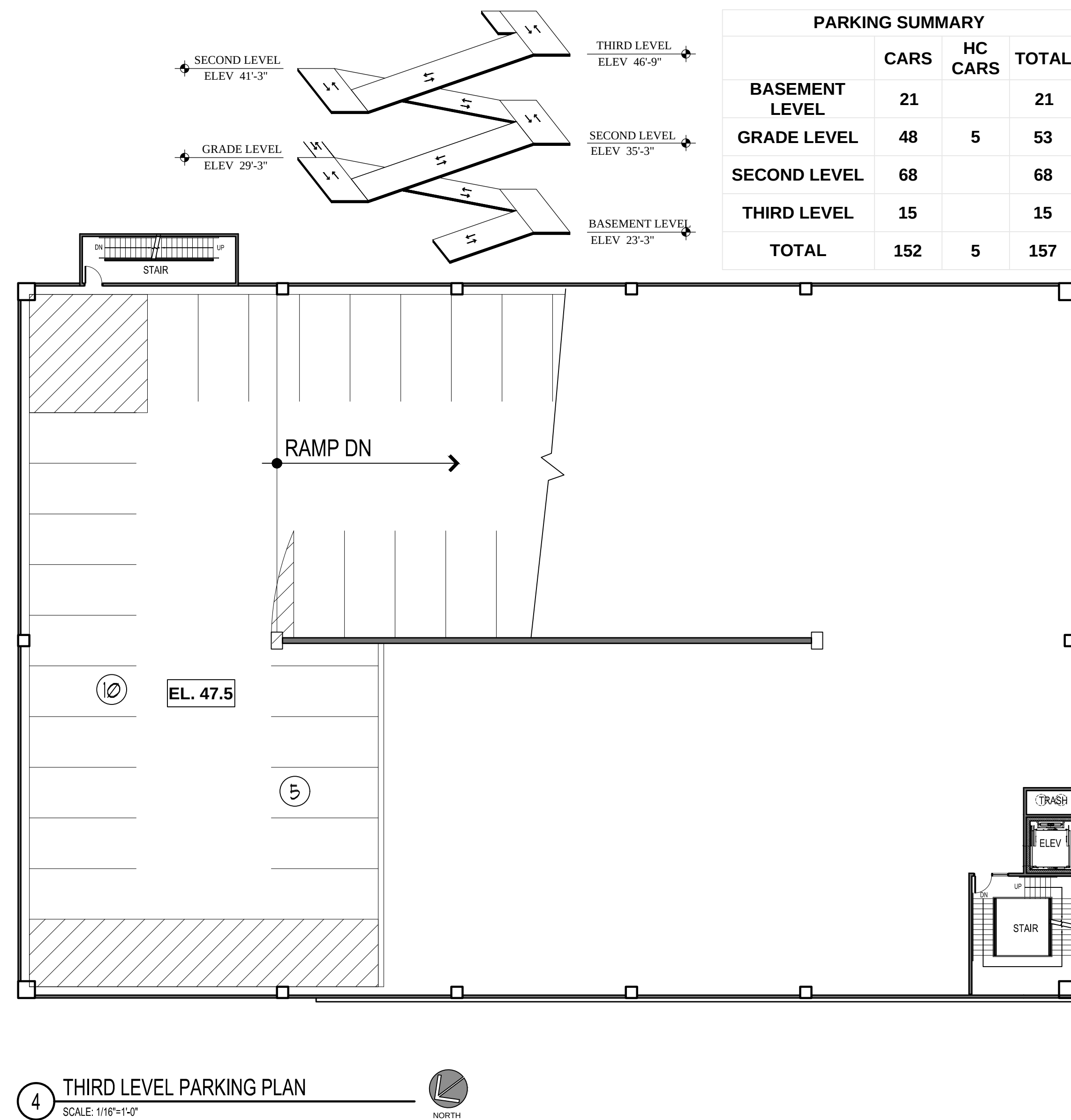


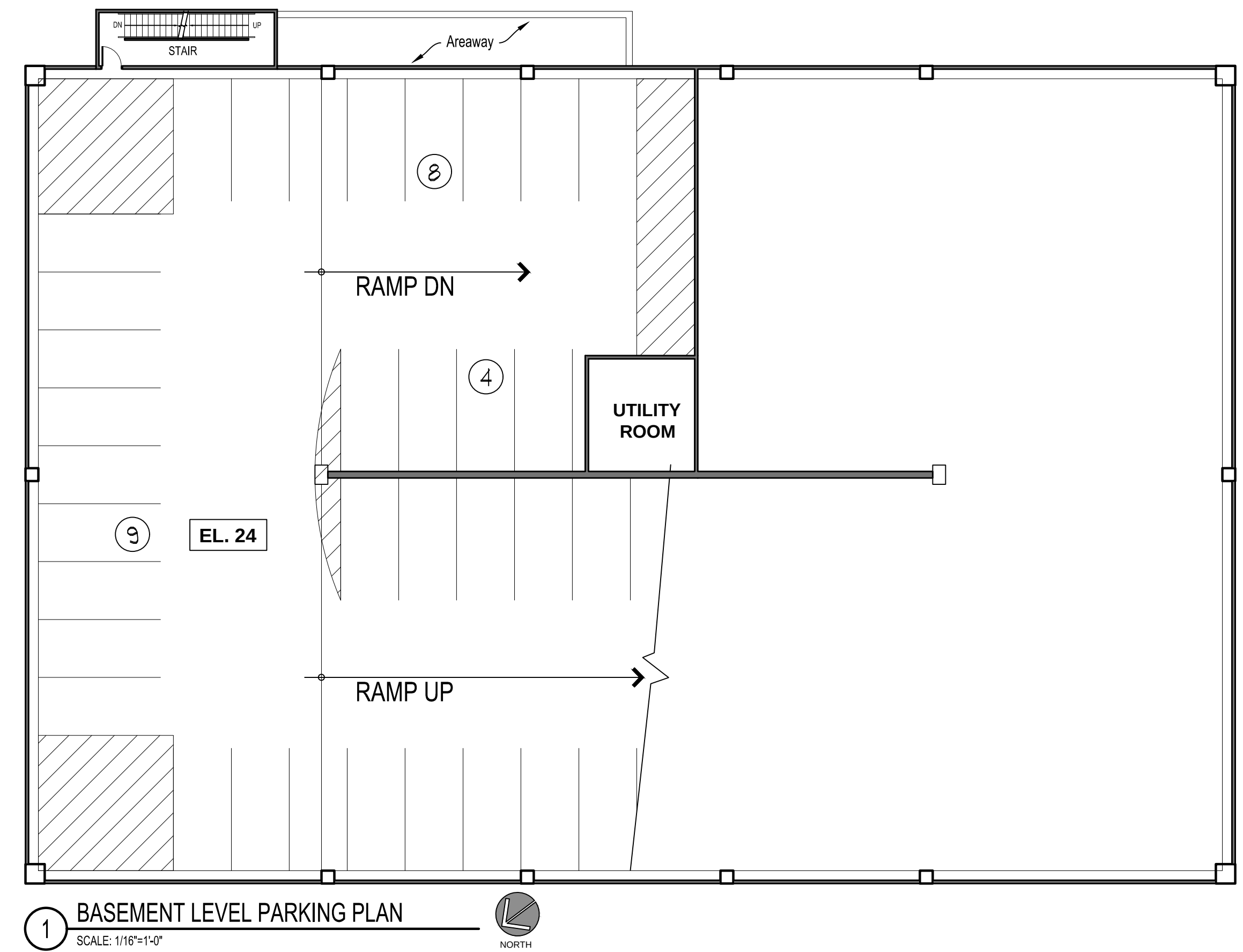
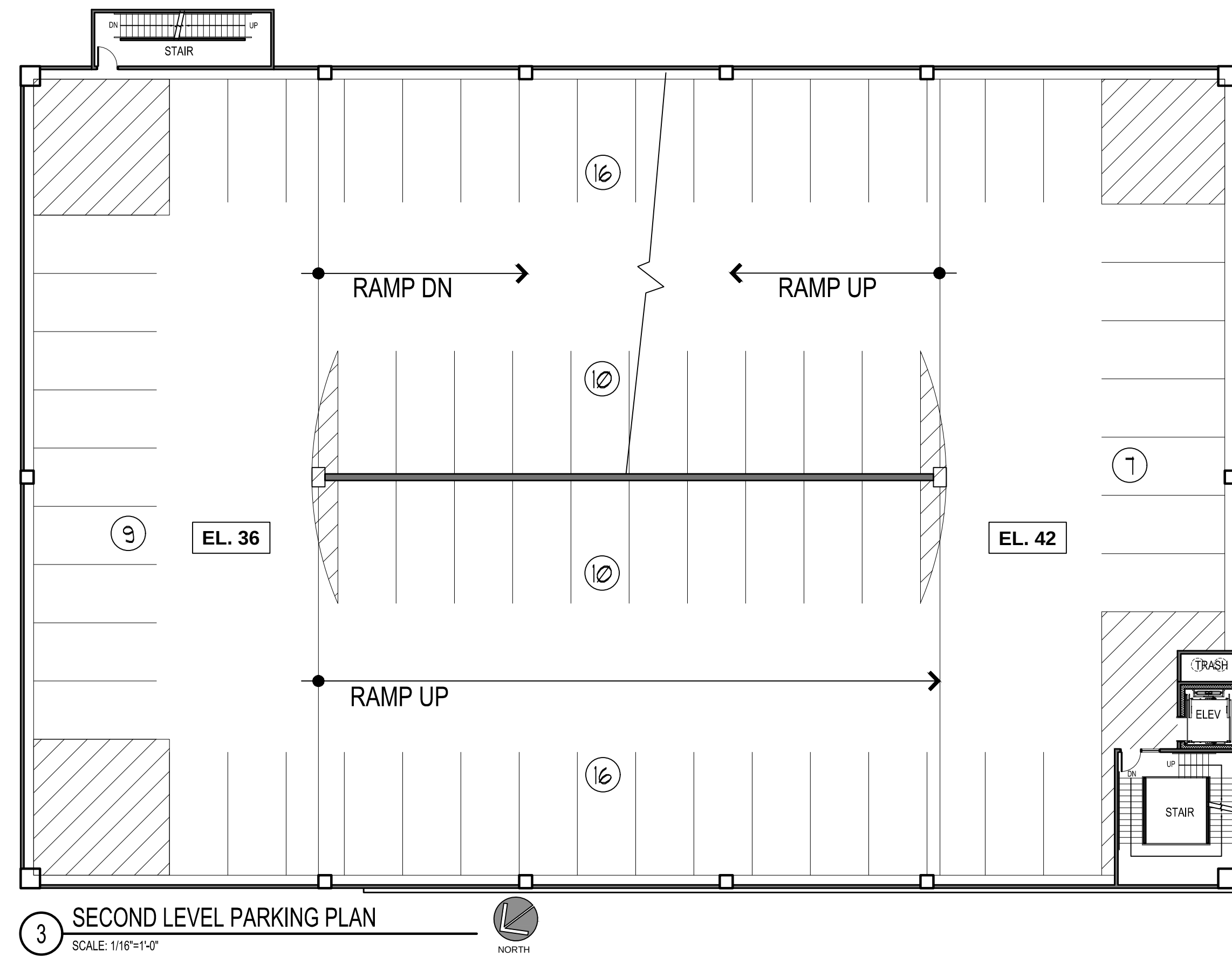


BUILDING SECTION - A



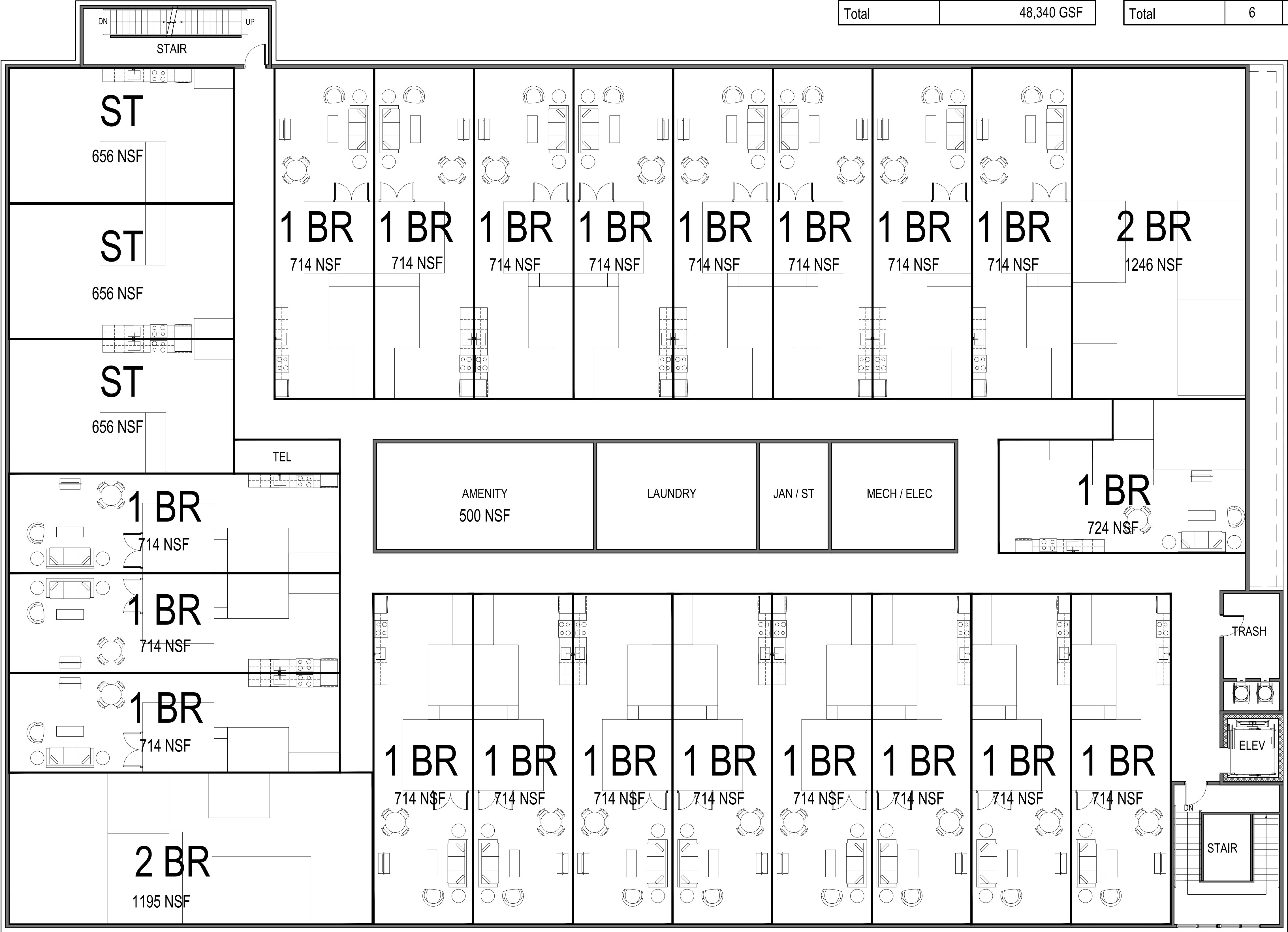
BUILDING SECTION - B





GROSS SQ FT SUMMARY	
Floor	Total
Third Floor	24,170 SF
Fourth Floor	24,170 SF
Total	48,340 GSF

UNIT MIX				
Floor	ST	1-BR	2-BR	Total
Third Floor	3	20	2	25
Fourth Floor	3	20	2	25
Total	6	40	4	50



1 TYP UPPER PLAN (FLOORS 3-4)
SCALE: 1/8"=1'-0"



TECHNICAL MEMORANDUM

DATE: *July 7, 2020*

TO: *Todd McClutchy – JHM Financial Group, LLC*

CC: *Crosskey Architects*

FROM: *Mr. Norman Goldman*

PROJECT: *Wall Street Place*

RE: *Conceptual Parking Management Program*

The proposed Wall Street Place redevelopment project will feature two buildings located at 61 Wall Street and 17 Isaacs creating one development. 61 Wall Street will contain 101 residential units with 10,233 +/- SF of grade level retail space, supported by a 40-space surface lot located under the residential building and 17 Isaacs will contain 50 residential units with a two-story parking structure below the residential platform containing 151 parking spaces. Of the 151 spaces in the structure, roughly 116 spaces are dedicated to project tenants, with the remaining 35 spaces potentially available to public use. At the request of JHM Financial Group, in response to inquiries from the City of Norwalk, JHM's parking consultant, Mr. Goldman has prepared the following description of potential operation of the facility.

ALLOCATION OF SPACES

Industry best practice distinguishes parkers into two general classes: *discretionary* and *mandatory*.

Discretionary parkers are commonly visitors, shoppers, diners, or other visitors who may be coming to the area for the first time. They are commonly unfamiliar with the area and will typically proceed to their intended destination first and seek out parking from there. Discretionary parkers usually stay for relatively short periods of time and the spaces set aside for their use turnover multiple times during a given day. Ideally, discretionary parkers can find available spaces within line-of-sight of their destination, or at least within a short-walk along a simple, linear route. If finding their destination and available parking is a relatively painless process, discretionary parkers will likely patronize the business or institution again and express a favorable impression to others regarding their experience.

Mandatory parkers are commonly individuals who have to come to an area as part of a larger purpose. These can be employees, residents, students or others who often need to park for extended periods. They are commonly familiar with the area and know how to navigate between parking and destination on foot. Mandatory parkers are more price sensitive than discretionary parkers, who often subscribe the cost of parking to part of the larger experiential cost and only incur those costs during infrequent visits. Mandatory parkers, who bear the cost of parking each day, can be incented to park greater distances from their destination for a price reduction. Alternately, these parkers will tolerate accommodations further from their destination if they know the availability of spaces is assured.

Conventional wisdom holds that project tenants, which Mr. Goldman assumes to mean residents of the adjacent residential tower and/or employees in the adjacent retail space, will be largely mandatory parkers whereas the general public may include a significant number of discretionary parkers. As such

Mr. Goldman recommends that the spaces reserved from private use be placed on the upper stories of the structure, while the public portion of the facility be designated as close to the grade level of the garage as possible.

SEGREGATION OF USERS

In a facility serving both public and private populations, it is necessary to institute some form of controls to ensure that private parkers utilize only those spaces set aside for them and the general public parks only those spaces allocated for public parking. This is especially important when the portion of the garage set aside for general public is located in a more proximate or favorable portion of the facility than the portion designated for private use.

Within a gated facility, the easiest way to institute these controls is to ‘nest’ the private parking area. This involves installing a second checkpoint controlling access between the public and private portion of the garage, most commonly another set of lanes and gates within permit readers. Under this structure, private parkers enter the facility through the main access lanes by presenting their permit credentials identifying them and their access rights. Once inside the facility, they have a fixed time period¹ to proceed through the facility to the second checkpoint, where they present their credentials a second time. If the system verifies their access rights within the grace period, the parker’s access rights remain valid.

If the private parker uses their credential to enter the main facility, but fails to proceed to the second checkpoint within the allotted grace period, the system will automatically suspend their access rights. This means that when the private parker who has illicitly been using public spaces attempts to exit the garage, they will find their permit is not recognized and the gate will not lift. Many property owners have policies in place which require these scofflaws to pay a stiff reinstatement fee before their access rights can be restored. Permit holders without access rights to the private area or members of the general public will be detected as they enter this area and a system alert will be issued to notify garage management that a possible violation has occurred.

This solution is simple and effective, but requires the construction of a second checkpoint within the garage to implement. If the second checkpoint is to be gated, this area must be flat and located at the transition point between the public and private sections of the garage. Review of preliminary design drawings shows that no such area currently exists² and would have to be created at significant cost and loss of a substantial number of parking spaces.

Alternately, the developer could go with a gateless checkpoint. A gateless system would mandate all permit holders use some form of hands-free technology³ for their credential at both the main entry and exit as well as the nested area and work similar to the standard, gated nest system but would require

¹ Commonly referred to as a ‘grace period’ it is a 10-20 minute span between when the parker enters the main garage during which their credentials remain valid.

² The dividing line between the public and private sections of the garage – assuming the general public gets the lowest/first 71 spaces – would be near the top of the ramp rising from the grade level entrance to the first flat floor plate on the second level, denoted by the exterior stair tower shown in the drawings.

³ Traditionally these would be vehicle-mounted RFID transponders similar to those employed by the EZ-Pass system, but with recent advances in technology, developers now have options that work off License Plate Recognition technology and Bluetooth technology. The relative pros and cons of these systems are explored in greater detail later in the document.

some form of video monitoring included at the checkpoint to identify (public) vehicles illicitly entering the private parking area⁴. This would allow the installation of a second checkpoint at the location of the transition between public and private parking with no loss of capacity⁵. In addition to installing the second checkpoint, Mr. Goldman would also recommend that the developer sign or mark which spaces within the garage are private and require private parkers display a sticker, hang-tag, or other identification on their vehicles.

This would require no losses of existing capacity and would be relatively easy to implement. However, this system is predicated on active monitoring and enforcement to ensure compliance; someone is still needed to monitor the camera at the checkpoint and occasionally go into the garage to find the member of general public who has parked in the private area. If a scofflaw is detected the property manager's options are limited if the facility is privately owned, as the issuance of parking citations is a reserved power exclusive to public employees and facilities in the state of Connecticut. So, if or when a member of the public is found parking in a private parking space, the garage manager's recourse is limited to revoking the user's access rights if they are a monthly permit holder and/or removing the vehicle from the property as a punitive action.

ACCESS CONTROL

The facility's access control system will need to accommodate both transient (i.e. hourly or daily) and permit (monthly) parkers. For transient parkers, Mr. Goldman advocates for installation of a *Parking Access and Revenue Control System* (PARCS) utilizing bar-coded tickets, which allow for more flexibility in terms of validation and pre-sale options than traditional magnetic stripe ticket systems. While Mr. Goldman has seen advances in systems employing *License Plate Recognition* (LPR) technology for transient parking, the accuracy read rate for these systems is still high enough to endorse at this time. Transients will be able to pay for parking at automated pay stations located in the garage near elevator cores with cash and/or credit or debit cards or in the exit lanes with credit or debit cards.

For permit holders, there are multiple options, each with their own associated benefits and liabilities, including:

- Traditional *proximity card* systems, which employ a simple RFID card that must be presented to a reader mounted in the lane at a distance of 2"-6", are a tried and proven technology with a history of high accuracy read rates and a relatively low cost. The most common cited objection to these systems is that they require the permit holder to roll down their window and present the card for reading, exposing the driver to the elements in the lane.
- *Automated Vehicle Identification* (AVI) works off the same principles at the proximity card systems, but the transponders are typically vehicle mounted and can be read from a range of up to 15', depending on the manufacturer and system design. Because they are "hand's-free" they are more popular among permit holders than proximity cards, but also more expensive. Process rates between proximity card and AVI are comparable, if the system is properly designed. The

⁴ With this system, the safety features associated with the gated nested system are also in effect (e.g. private parkers failing to pass the second checkpoint within the prescribed grace period are subject to revocation of their access rights.)

⁵ These systems can often be installed overhead and do not require a vehicle to stop to present credentials before proceeding through a gate, so the checkpoint can be placed on a sloped ramp.

biggest liability of an AVI system is that, if poorly designed, the accuracy read rate can suffer, reducing the speed of transactions and creating back-ups at the entry or exit.

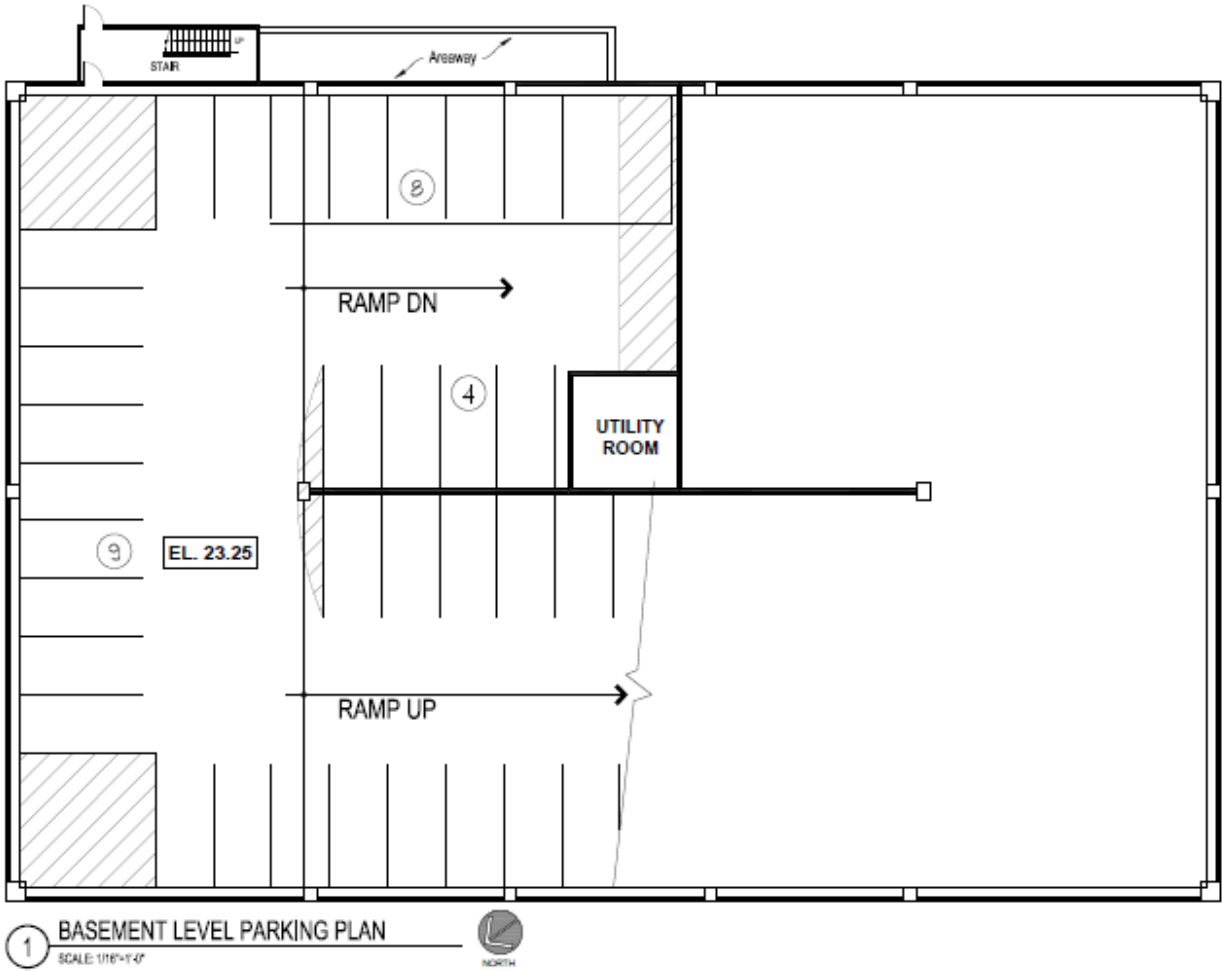
- *License Plate Reader* technology relies on a camera-based system which captures an image of the vehicle's plate, digitizes the image into an alpha-numeric sequence, and then compares the sequence against a database of authorized users to determine if access is authorized. The systems are slightly more expensive than AVI, but offer the same hand's-free benefits, plus additional flexibility as a single account can register multiple license plates, eliminating the need to move the AVI transponder from vehicle-to-vehicle if the permit holder changes vehicle. While LPR is still not a tested technology for transient operations, it has a proven track record for tracking access for permit holders. The largest liability to the system, in addition to the increased comparative cost, is the system can experience read accuracy issues if the plate is obscured by snow or mud and the current state of the technology struggles with stacked letter sequences. In addition, in states where the same alpha-numeric sequence may be issued to different vanity plates, these systems cannot distinguish between backgrounds and will read both plates as being identical.
- *Bluetooth* technology uses a permit holder's Bluetooth signature from their cellular phone as the system credential to determine identity and access rights. This technology is enjoying increasing popularity due to its low cost as the owner needs only purchase the readers and software. The technology does require the permit holder to download a proprietary application and register themselves, which can be a challenge for some individuals and, obviously, it requires all permit holders to possess a smartphone. The system will not work if the individual's phone is not on and active when entering the lane, which is a small liability. In addition, if two individuals in the same vehicle are both registered permit holders with active devices as they enter the facility, the system will register them both as parked in the facility, although only one is actually driving and parking.

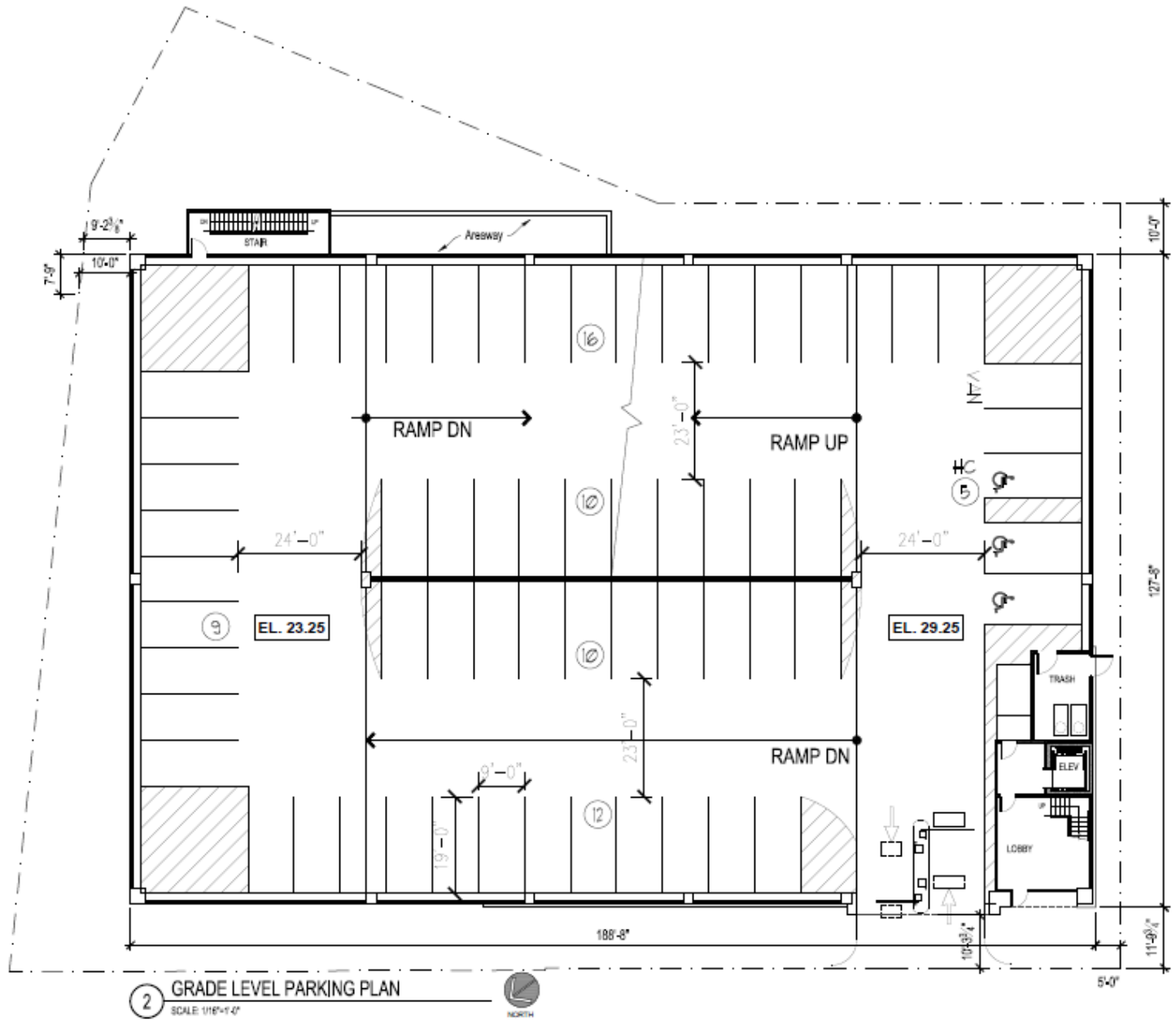
For this project, Mr. Goldman recommends adoption of an AVI system which balances hand's-free convenience against read accuracy reliability and price relative to LPR and Bluetooth systems. AVI antennas will be mounted on the ceiling at the entrance and exit of the facility, as well as at the checkpoint identified on the drawings on the following page.

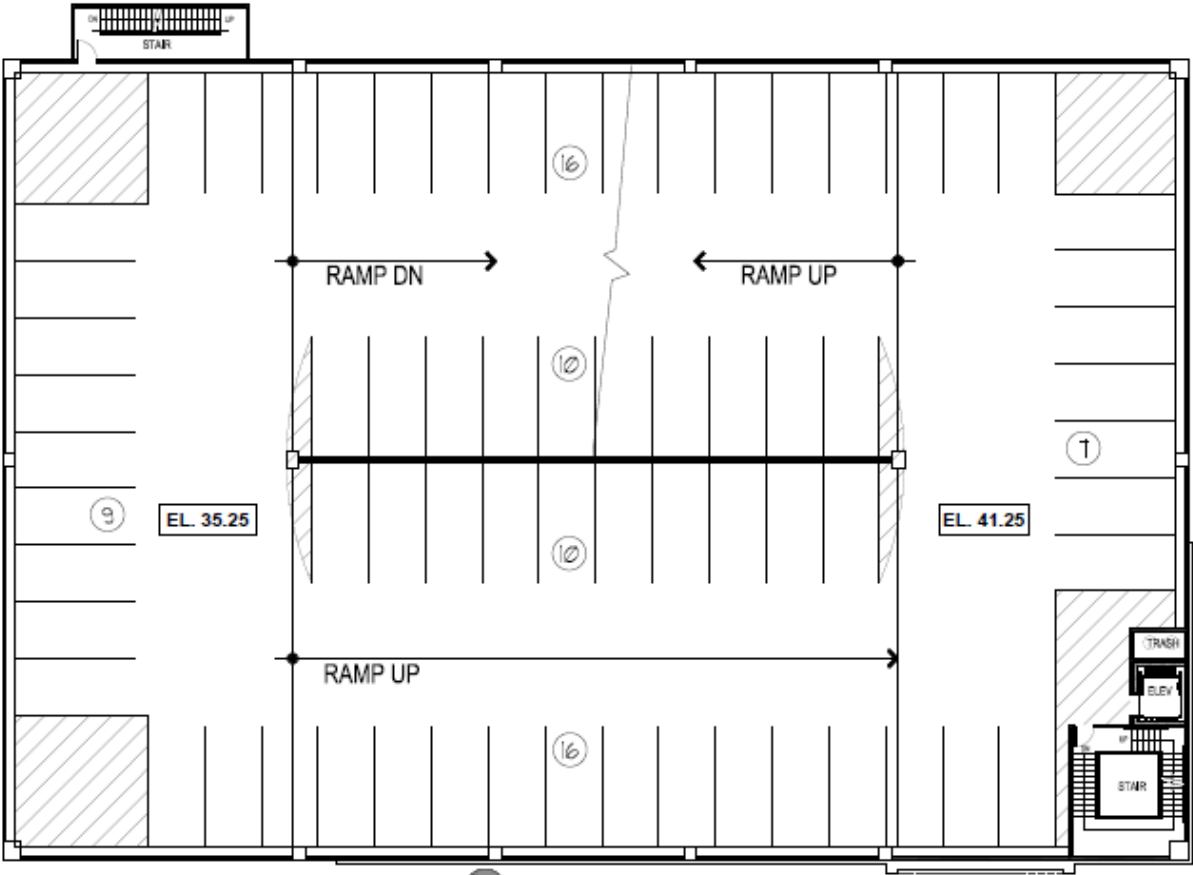
This second set of AVI antennas will be activated by induction ("arming" or "A") loops mounted in the lane along the approach which will detect the presence of an approaching vehicle as it passes over the magnetic field generated by the loops. Induction ("closing" or "B") loops will also be mounted in the travel lanes beyond the checkpoint and will deactivate the AVI antenna when a vehicle passes over them in sequence (e.g. "A to B"). This second checkpoint should also be equipped with a camera angled to capture the image of the front of the vehicle (including license plate) at the vehicle passes over the arming loop. If possible, the system should be set up in a way that the images captured by the camera are held only until the point where 1) the system validates the vehicle's permit, at which point the image is purged from the system or 2) the system cannot identify a valid credential associated with the vehicle at which point the image is saved and flagged⁶.

⁶ If the developer cannot find a system with this functionality, then all the captured images for each vehicle entering and exiting the nest will need to be held in a secure drive for review for a period of not more than 24 hours, after which they are permanently purged from the system.

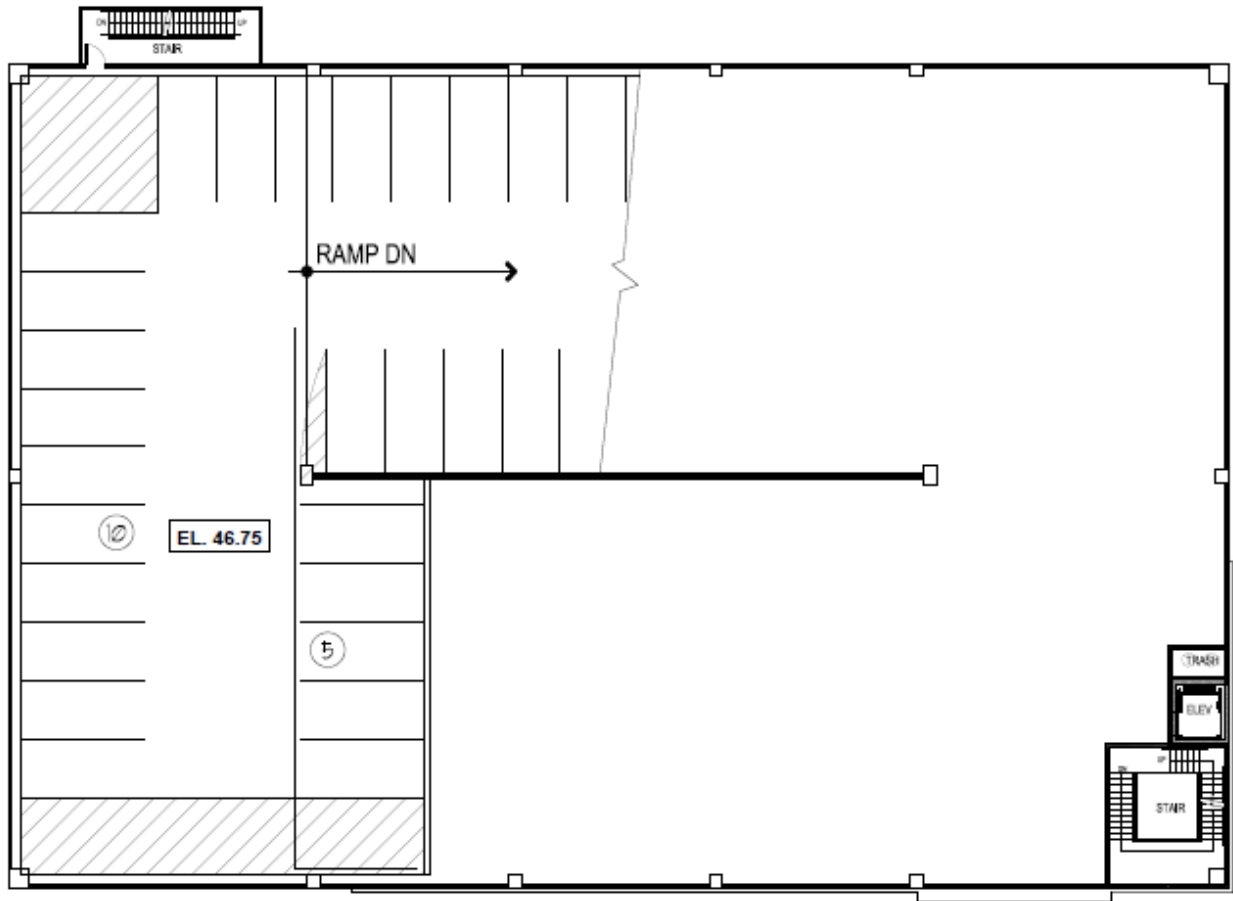
EXHIBITS







3 SECOND LEVEL PARKING PLAN
SCALE: 1/16"=1'-0"



4 THIRD LEVEL PARKING PLAN
SCALE: 1/16"=1'-0"



Record and Return to

Shipman & Goodwin LLP
300 Atlantic Street
Stamford CT 06901
Attn: Donald R. Gustafson

SECOND AMENDMENT OF THE LOAN RECOGNITION AGREEMENT

THIS SECOND AMENDMENT OF THE LOAN RECOGNITION AGREEMENT originally executed by the City of Norwalk Connecticut and The Redevelopment Agency of the City of Norwalk as of October 1, 2008 as amended by that certain Amendment of the Loan Recognition Agreement dated as of July 15, 2015 (the “First Amendment,” and together with the Loan Recognition Agreement, the “LRA”) is made as of _____ 2020 (the “Second Amendment”) by and between THE CITY OF NORWALK CONNECTICUT, a municipal corporation (the “City”), THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK, a redevelopment agency created by the Common Council of the City pursuant to Chapter 130 of the Connecticut General Statutes (the “Agency”), CITIBANK, N.A., a national banking association (“Citibank”), JHM GROUP, a _____ (“JHM”) and _____, a _____ (“Phase I Redeveloper”).

WITNESSETH:

A. The City, the Agency and that POKO-IWSR Developers LLC, a limited liability company organized under the laws of the State of Connecticut (“POKO”) entered in that certain Land Disposition & Development Agreement (the “LDA”) dated November 14, 2007, as amended by that certain First Amendment to the LDA dated as of October 29, 2014. The LDA, which is comprised of the main agreement and Part II, provides for the planned purchase and development by POKO of certain property designated as “Development Parcel 2a” in the LDA, and more specifically described herein as the “Project Site”, the “Project Property” and “Property” (the “LDA Property”). Capitalized terms used herein and not defined shall have the meanings set forth in the LDA.

B. IWSR Owners LLC (an affiliate of POKO) (“Borrower”), the City, the Agency and Citibank entered into the LRA in order to recognize the rights of Citibank as the construction lender to Borrower pursuant to its construction loan to Borrower in the original maximum amount of up to \$31,880,000 (the “Citibank Loan”).

C. The LDA contemplates the purchase and development of the LDA Property in phases as more specifically described in the LDA. Some of the LDA Property was privately acquired by Borrower, specifically the property known as 61 Wall Street.

The Citibank Loan is secured by a mortgage on 61 Wall Street (the “Lender Mortgage”). Subsequent to the LRA and the First Amendment, Municipal Holdings LLC, a subsidiary of Citibank (“Municipal Holdings LLC”), accepted a deed in lieu of foreclosure pursuant to a deed dated July 7, 2017 and recorded in the land records of the City of Norwalk at Volume 8555 at page 259, subject to the terms of the Citibank Loan and the Lender Mortgage (the “Property”).

D. Pursuant to the terms of the LRA and LDA, Municipal Holdings LLC wishes to transfer the Property to the Phase I Redeveloper (subject to mutually acceptable equitable adjustments to the Development Covenants based on the portion of the LDA Property acquired) and the Phase I Redeveloper shall expressly assume in writing the obligations of the Development Covenants.

E. Phase I Redeveloper desires to be recognized as a Redeveloper solely with respect to Phase I, subject to the Development Covenants as amended by that certain Second Amendment to LDA to be entered into by Phase I Redeveloper, the Agency and the City (the “Second LDA Amendment”), upon the terms and conditions contained herein.

F. The Agency is willing to approve Phase I Redeveloper as a Redeveloper upon the terms and conditions contained herein.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings and other consideration set forth in this Amendment, the receipt and sufficiency of which is hereby acknowledged and in order to induce The Agency to approve Phase I Redeveloper as a Redeveloper and in order to induce Phase I Redeveloper to enter into the Second LDA Amendment, the parties hereto covenant and agree as follows.

1. Agency Approval of Phase I Redeveloper.

The Agency hereby approves Phase I Redeveloper as a Redeveloper.

2. Obligations of Phase I Redeveloper.

The Phase I Redeveloper hereby agrees to assume the applicable responsibilities under the LDA as to Phase I of the Project only. The parties hereto recognize and acknowledge that Phase I Redeveloper shall have no obligations under the LDA relating to Phase II or Phase II of the Project.

3. Notices.

Agency Redevelopment Agency of the City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk CT 06856-5125

Attn:

City: City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856-5125
Attn: Mayor

Citibank

Attn:

JHM

Attn:

Phase I Redeveloper

Attn:

4. Continuing Validity of Loan Recognition Agreement.

Except as herein or hereto before modified, the terms of the Loan Recognition Agreement, as amended by the Amendment of the Loan Recognition Agreement, remain in full force and effect. Nothing contained herein shall alter or amend any obligation of any party to the Loan Recognition Agreement or the Amendment of Loan Recognition Agreement not a party hereto.

5. Continuing Effect Notwithstanding Modifications.

The Agency's agreements made hereunder shall apply automatically to any extension, replacement, consolidation, modification or supplement of the Citibank Loan, including but not limited to any agreement that authorizes or requires additional advances by Citibank or otherwise increases the amount of the Citibank Loan, provided that such additional advances are advanced in connection with the acquisition expenses and Project Costs (inclusive of interest) relating to the financing and development of Phase I of the LDA Property and not with respect to any other property phase or project and so long as the effect of such modification does not have any substantial and adverse impact on the Phase I Redeveloper's ability to perform the Development Covenants. Citibank' agreements made hereunder shall apply automatically to any amendment or modification of the applicable Agency Documents, so long as the effect of such modifications does not substantially increase

the obligations of the Phase I Redeveloper or have any other substantial and adverse impact on Citibank and provided written notice of such modifications (together with complete copies) have been provided to Citibank.

(Remainder of page left blank)

In Witness Whereof, the Agency has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

Agency: THE REDEVELOPMENT AGENCY OF

THE CITY OF NORWALK

By: _____

Its:

STATE OF CONNECTICUT)
) ss.
COUNTY OF _____)

, 2020

Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:

Agency Signature Page to Second Amendment to Loan Recognition Agreement

In Witness Whereof, the City has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

THE CITY OF NORWALK

By: _____

Its:

STATE OF CONNECTICUT)

) ss.

, 2020

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

City of Norwalk Signature Page to Second Amendment to Loan Recognition Agreement

In Witness Whereof, Citibank has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

CITIBANK, NATIONAL ASSOCIATION

By: _____

Its:

STATE OF CONNECTICUT)

) ss.

, 2020

COUNTY OF _____)

Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

Citibank Signature Page to Second Amendment to Loan Recognition Agreement

In Witness Whereof, the Phase I Redeveloper has executed this Second Amendment of the Loan Recognition Agreement as of the date first above written.

Witnesses

[_____]

By: _____

Its:

STATE OF CONNECTICUT)

) ss.

, 2020

COUNTY OF _____)

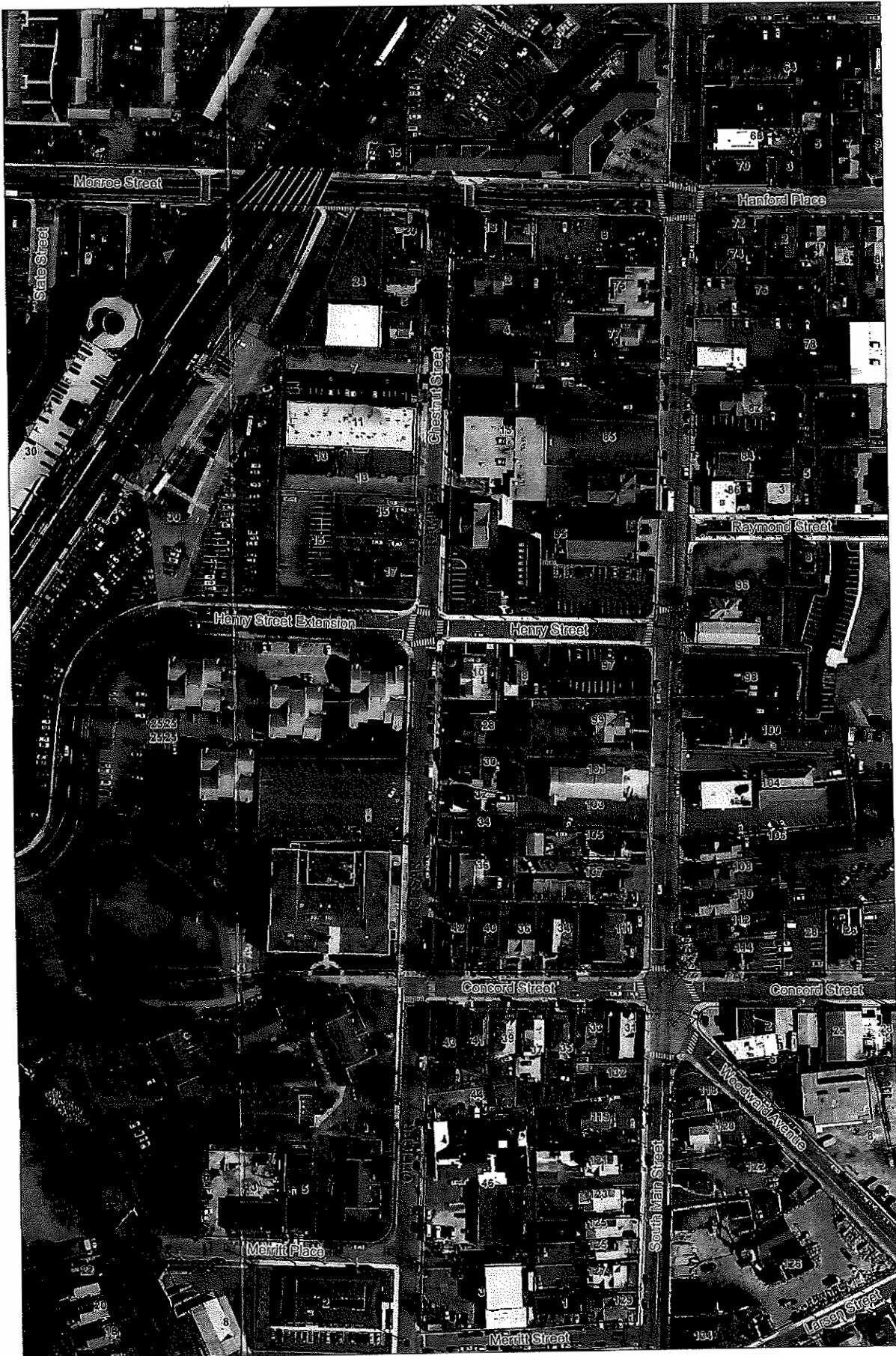
Before me, the undersigned, this ____ day of _____, 2020, personally appeared _____, known or proven to me to be the _____ of _____, and that he as such officer, duly authorized, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the _____.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

[_____] Signature Page to Second Amendment to Loan Recognition Agreement



2019 AERIAL PHOTO DATA

1 inch = 60 feet

0 30 60 120 180 Feet

OFFICER CESAR RAMIREZ DRIVE

JANUARY 30, 2020

The Norwalk Hour

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203-333-4151 | classifieds@hearstmediact.com | Hours: 8:30 a.m.-4:30 p.m., M-F | Major Credit Cards Accepted

PUBLIC NOTICES

LEGAL NOTICE CARES ACT/CDBG-CV - 2020 FUNDING

The Norwalk Redevelopment Agency (Agency) is the administering agent for the City of Norwalk's entitlement grant under the Community Development Block Grant (CDBG) Program, a Federally funded program of the U. S. Department of Housing and Urban Development (HUD)

In response to the Coronavirus/COVID-19 Pandemic, on March 17, 2020 the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act, Public Law 116-136, to assist communities in addressing the growing needs made apparent by this public health crisis. The City of Norwalk was allocated \$521,436 in funding (CDBG-CV) to address the COVID-19 pandemic and its impact on the City.

The Agency will be amending its Program Year 45 Annual Action Plan. The Agency amended its current Citizen Participation Plan to allow for a 5-day public comment period. The Norwalk Redevelopment Agency will accept public comments on the recommended deployment of CDBG-CV Funding through Tuesday, June 30, 2020.

The Draft Amended Program Year 45 Annual Action Plan is available online at the City's Website here:
<http://www.norwalkct.org/1412/Community-Development-Block-Grant>.

Public comments and/or questions are accepted via email submission only to bbidoll@norwalkct.org

LEGAL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing for the Honorary naming of the portion of Chestnut Street from Monroe Street to Merritt Place to Officer Cesar Ramirez Drive. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the proposed Honorary street naming and to take such action on said naming that the Committee may deem advisable. The Public Hearing will be held by way of Video Conference and Teleconference on Tuesday, July 7, 2020 at 7:00 P.M. Please check the Public Works Committee agenda for additional details and instructions about how to attend this Public Hearing by way of Video Conference and Teleconference. The Public Works Committee agenda will be posted to the City website by July 2, 2020.

Dated this 17th Day of June, 2020, at Norwalk Connecticut

ATTEST:

Donna I. King, City Clerk

TAG / ESTATE / CRAFT FLEA MARKET SALES

DARIEN MOVING SALE-
26 HILLSIDE AVE. Fri. 6/26 & Sat.
6/27, 8am-3pm, Toys, PS Games,
School Items, New linens, fum.,
paintings, dishes, full garage content.
CASH ONLY- MASKS & Social
Distancing required

ESTATE SALE/TAG SALE- 237
Newtown Ave Sat 6/27 9-2 Many
antiques; quilts, tables, chairs, etc
MASKS PLEASE

APARTMENTS FOR RENT

BPT- BLK RK 2nd fl, 4 lg rooms,
renov. bath & kit. freshly painted,
ceiling fans, refig/stove,
1mo+1mo sec. \$1150
203-876-2076.

GARAGES FOR RENT

GARAGE FOR RENT- 1 car in Nor-
walk (nice area) great for parking/
storage. \$165/mo. Call Rome 203.
209.8441

BUSINESS SERVICES

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Hello all, I am interested in your unwanted media, primarily books! Before you lug those Heavy boxes to Goodwill, I will come and pick them up for you, free of charge. Non-contact pick up is available. Servicing all of Fairfield & Westchester County. 2035546582

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Wedding, Planting, Seeding, Sod, S
oil, Much Low Rates/Free Estimates
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HOME IMPROVEMENT/ REPAIR

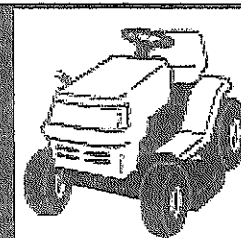


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COMPLETE HOME
IMPROVEMENT & REPAIR
Kitchens, Bathrooms, Basement
remodeling, Replacement windows,
Decks, Siding, Roofing, Carpentry,
Tiling, Painting (interior/exterior),
Powerwashing, Commercial,
Residential & more!
Lic & Ins. Low rates. Free est.
Toll 203-965-0653

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REPLACEMENT WINDOWS
AND DOORS
NEW VINYL, COMPOSITE, &
WOOD REPLACEMENT
WINDOWS. AFFORDABLE RATES.
FREE ESTIMATES. LICENSED
& INSURED
Toll: 203-965-0653

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CLASSIFIED WORKS

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SPRING CLEAN UPS
Fall Leaf Cleaning/New Lawn
Installation & Repair.
Detaching, Aeration, Power
Seeding, Sod, Seed, Soil, Mulch,
Weeding, Fall leaf cleaning,
Lawn Maintenance, Lawn Mowing,
Spring Cleanups & Dump Runs.
Exterior Power Washing,
Painting, Masonry.
Low Rates/Free Estimates
Toll 203-965-0653

MASONRY / PAVING



203-316-8300
COMPLETE
MASONRY & Repair. Stairs & Walk-
ways, Patios, Walls, Pavers, Brick,
Stucco, Concrete, Belgium Block, S
11.00 per Block Installed. Low
Rates, Free Est. Licensed & Insured.
Toll 203-965-0653

PAINTING / WALLPAPERING



TREE SERVICES



1-203-316-8300
COMPLETE TREE
Removal Services, Chipping, Stump
Grinding, Storm damage, Low Rates,
Free Estimates, Fully Insured, 24 hr
Emergency Svc. Toll 203-965-0653

WOOD

FIREWOOD FOR SALE

\$150/Half Cord
\$225/Full Cord
1-203-316-8300

What should I do during a power outage?



- Keep food as safe as possible.
- ☐ Keep refrigerator and freezer doors closed as much as possible. First use perishable food from the refrigerator. An unopened refrigerator will keep foods cold for about 4 hours.
 - ☐ Then use food from the freezer. A full freezer will keep the temperature for about 48 hours (24 hours if it is half full) if the door remains closed.
 - ☐ Use your non-perishable foods and staples after using food from the refrigerator and freezer.
 - ☐ If it looks like the power outage will continue beyond a day, prepare a cooler with ice for your freezer items.
 - ☐ Keep food in a dry, cool spot and keep it covered at all times.

PROFESSIONAL SERVICES TASK ORDER

Task Order 1E

July 1, 2020

Exhibit A: Scope of Work

DESCRIPTION OF WORK

Woodard & Curran (W&C) recently completed a study ("Storm Drainage System Analysis – Dreamy Hollow Neighborhood") to evaluate the storm drainage systems in the Dreamy Hollow Neighborhood of Norwalk, Connecticut where frequent flooding has been reported in roadways and on private properties. The study analyzed flood risks to public and private properties; identified existing hydraulic deficiencies; and evaluated several combinations of flood mitigation alternatives. The assessment identified potential mitigation measures that the City could implement to reduce the frequency, extents, and/or duration of flooding.

The City of Norwalk has selected the Option(s) "Trunk Line Upgrades (Saddle); Upgrade Trunk Lines (Daphne) and Flow Diversion; Dry Hill Outlet; and Betts Brook Dam Removal", referenced in the report as alternatives 2A, 2B, 3A, and 5A. The proposed infrastructure improvements are described in more detail in the scope that follows.

SCOPE OF WORK:

The intent of this Task Order is to provide engineering and permitting services associated with preferred mitigation alternatives selected by the City from the Dreamy Hollow Study. Woodard & Curran will prepare construction bid documents associated with recommended Flood Mitigation solutions from the Storm Drainage Analysis for the Dreamy Hollow Neighborhood. These services are described and broken out in detail below.

TASK 1 - DREAMY HOLLOW DRAINAGE SYSTEM IMPROVEMENTS

The City of Norwalk has selected the Option(s) "Trunk Line Upgrades (Saddle); Upgrade Trunk Lines (Daphne) and Flow Diversion; Dry Hill Outlet; and Betts Brook Dam Removal", referenced in the Dreamy Hollow Study as alternatives 2A, 2B, 3A, and 5A. W&C will design and prepare construction bid documents associated with the recommended flood mitigation solutions described as follows.

- 2A – Upgrade Trunk Line (Saddle) - The existing trunk line from Assisi Way to Friendly Pond has settled in numerous locations, causing adverse slopes which limit flow. The proposed project will replace trunk line from the northeast outfall into Friendly pond, up Friendly Pond Road, along Daphne Drive to Saddle Road, up Saddle Road and to a rear yard drainage system off Assisi Way. This improvement will increase capacity and flow to Friendly Pond. Includes approximately 3,000 linear feet of trunk line with new pipes and/or box culverts, ranging up to 5-foot diameter, 5-foot diameter double pipes, and 4'x5' or 3'x5' box culverts or equivalents. Existing catch basins will be replaced as required and tied into the new trunk line.
- 2B – Upgrade Trunk Lines (Daphne) and Flow Diversion – This includes a new interconnect pipe added to connect Theodore Lane and Honeysuckle Drive to Daphne Drive. Improvement increases capacity of system and improves flow. Includes approximately 150' of 5' diameter pipe, 300 feet of 4' diameter pipe, and 150 feet of 36" diameter pipe. Existing catch basins will be replaced as required and tied into the new storm system.
- 3A – Dry Hill Outlet – Replacement of the existing 60" culvert from Friendly Pond across Dry Hill Road with approximately 210 linear feet of 5'x8' box culvert or equivalent. This will improve outlet capacity from Friendly Pond.
- 5A - Dam removal – removing the Betts Brook Dam will enhance overall watershed drainage and flow to the river and for the mitigation accomplished with upgraded trunk lines.

The proposed project areas are shown in Figure 1. Project Limits, Drainage System Improvements, and Figure 2. Dam Removal.

Task 1.1 – Field Investigation Services

Under Task 1, Woodard & Curran will provide the field investigation services required to support design and permitting efforts. The services included are divided into the following three tasks:

Task 1.1.1: Wetland Delineation & Report

Woodard & Curran will field delineate wetlands and other waterbodies within the defined project limits that are subject to regulation under the Connecticut Inland Wetlands and Watercourses Act (IWWA) as well as Section 404 and Section 401 of the Clean Water Act (CWA). The project limits are shown approximately in Figures 1 and 2. Prior to field work, Woodard & Curran will review publicly available literature, maps, and records regarding land use of the proposed project site, including but not limited to, aerial photography, United States Geological Survey (USGS) 7.5-minute topography, USGS national hydrography data (NHD) and hydrologic unit code (HUC) maps, United States Fish and Wildlife Services (USFWS) national wetland inventory (NWI) maps, Natural Resource Conservation Service (NRCS) soil survey maps along with other research necessary to adequately assess the project area. Wetlands and waterbodies exhibiting the appropriate characteristics per the regulations will be flagged in the field with numbered plastic surveyor's tape by Woodard & Curran. Boundaries of wetlands and waterbodies will also be mapped using a sub-meter Global Positioning System (GPS) unit and recorded on field sketch maps. Surveying of wetland and/or waterbody boundaries is not included in this scope. Wetlands delineated in the field will also be assessed for functions and values using the USACE New England District Highway Methodology Workbook Supplement.

Upon completion of the field delineation and following subsequent coordination with the City of Norwalk, Woodard & Curran will download and post-process GPS data and digitize the delineated boundaries of wetlands and waterbodies in a Geographic Information Systems (GIS) database. Woodard & Curran will prepare a technical report documenting the findings of the wetland and waterbody delineation. The technical report will be provided to the City of Norwalk for review and comment and digital files (GIS or AutoCAD) depicting the wetland and waterbody boundaries will be provided to the engineering design team for incorporation into the design plans. The location of designated upland review areas will also be depicted. Woodard & Curran will review the plans for environmental impacts and permitting requirements associated with the proposed design and construction methods. Following this review for potential environmental impacts, Woodard & Curran will schedule a meeting or conference call to discuss the findings of the wetland and waterbody delineation and a permitting schedule.

Task 1.1.2: Desktop Protected Species Assessment

Woodard & Curran will conduct a preliminary desktop protected species assessment within the defined project limits. Prior to field work, Woodard & Curran will review the USFWS Information, Planning, and Consultation (IPaC) database along with the Connecticut Natural Diversity Database (NDDB) maps and GIS to determine the approximate locations of endangered, threatened, and special concern species as well as significant natural communities in proximity to the project area. If the project area overlaps with a protected species or other significant natural community location, then an early coordination letter will be prepared and submitted to the NDDB for comment on the effects of the proposed project. This scope of work does not include presence/absence surveys or other special studies for terrestrial or aquatic species that may be required by the agencies ahead of land-disturbing activities.

Task 1.1.3: Geotechnical Investigation

Woodard & Curran will develop a boring program intended to obtain soil type, bearing capacity, depth to groundwater and other structural characteristics to be used in the design of the new storm drainage improvements. The following sub-tasks will be completed:

- Pre-mark test boring locations and contact Dig Safe.
- Develop and conduct a subsurface exploration program to be used for design of the new storm drainage project. The boring program is anticipated to include up to approximately 16 borings drilled to an approximate depth of 20 feet below the ground surface, or refusal, whichever is shallower.
- Conduct laboratory testing to develop geotechnical design parameters for foundation support of the proposed stormwater improvements.

- Prepare a geotechnical memorandum describing work performed and key geotechnical considerations for design and construction of the proposed stormwater improvements culvert, including:
 - Depths and thickness of soil encountered in the exploration performed at the site.
 - Depth to groundwater (if encountered) in the explorations.
 - Depth to refusal (if encountered) in the explorations; and
 - Allowable foundation bearing capacity.
 - Other design recommendations

Task 1.1.4: Additional Services (Alternate)- Right-of-Way, Topographic, Utility and Planimetric Survey

This Task has been developed to define scope of services typically provided by City Staff. If the City finds they cannot meet schedule and staff requirement of task, Woodard & Curran can complete task with land survey subcontractor, upon the City's request

The existing conditions survey necessary for the design and permitting efforts will be completed within the approximate limits of the survey shown in Figures 1 and 2.

Information shall include visible surface improvements such as culverts, utility poles, pavement, curbs, wetland flags and other pertinent visible surface features. Inverts for accessible storm sewer infrastructure will be measured in the field. Right of way lines and property lines for the parcels of land within the project area will be surveyed and depicted on the plans. Topo will extend to the front of houses and include sill elevations. The topographic survey will include one (1) foot contour elevations.

The deliverable shall be a plan set signed and sealed by a Registered Professional Land Surveyor in the State of Connecticut.

Subsurface utility information including water, sanitary sewer, electric, gas, and telecomm (outside of those visible and accessible to the surveyor) to be provided by the City based on record drawings, as-builts, utility company mapping, and field collected information.

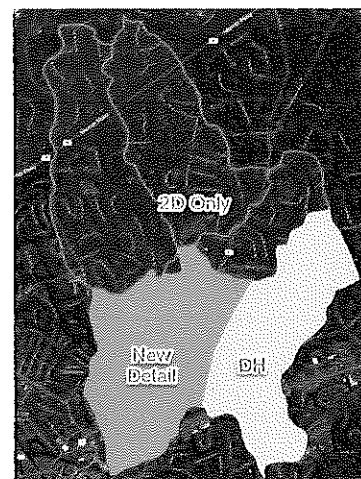
Task 1.2 – Design Services

Woodard & Curran will provide engineering design services for the proposed project as described below. The design will be compiled into one (1) set of final drawings and specifications and does not include phased bidding or construction.

Task 1.2.1 Hydrologic/Hydraulic Model

Woodard & Curran will perform hydrologic and hydraulic (H&H) analysis on Betts Pond Brook to evaluate the potential the designed improvements have on downstream flood conditions to the Norwalk River. This analysis will be accomplished by expanding the study area of the Dreamy Hollow XPSWMM model to encompass the full Betts Pond Brook Watershed. To keep the study focused and efficient, the watershed above the confluence with Friendly Pond outfall will be studied primarily by 2D methods. Only the dams for Woods Pond, 14 Arce Pond, & Betts Pond will be included in the 1D model. Downstream of the confluence of Friendly pond confluence the structures along Betts Pond Brook will be integrated in the 1D or 2D models.

The deliverable for this task will be a H&H Technical Memorandum summarizing the analysis findings and recommendations (if any) to reduce flood impacts on the study area.



Task 1.2.2 Design Development

Design development services include developing plans and specifications as follows;

- A. Project Drawings: W&C will develop plans depicting the existing conditions and proposed design within the project limits. Components of the design (i.e. storm drains, sanitary sewer, trench patch and overlay) will be designed based on the City of Norwalk's Drainage Manual, the City of Norwalk Department of Public Works Roadway Standards and the City of Norwalk Department of Public Works Standard Detail Drawings and supplementary information provided by Public Works.
- B. Technical Specifications: W&C will prepare Technical Specifications required for the proposed improvements. The City of Norwalk utilizes the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, 2016 as revised by Supplemental Specifications, most recently dated July 2019 (otherwise referred to as "Form 817").

W&C shall work collaboratively with Public Works to modify Technical Specifications to the City's acceptance. The City will provide "front-end" sections of the Bid Documents, including the Invitation to Construction, Itemized Proposal, Bid Forms, Statement of Non-Collusion, Bidder Qualification Statement, Special Provisions and Bond Forms.

- C. Opinion of Probable Construction Costs: W&C will prepare an opinion of probable construction cost for the work at 90% level design stage. The estimate will be based on available advertised/awarded projects by municipalities and public agencies such as CTDOT and on prevailing prices for items established by the CTDOT weighted unit prices in the Master Bid Item Lists. Unit prices not provided by CT DOT or other sources will be developed based on vendor quotes, RS Means Cost Data, and W&C's experience with similar work.
- D. Deliverables: W&C will provide to the City a set of 90% design plans and technical specifications in PDF format. W&C will address City comments of the 90% plans and specifications and revise the plans and specs and resubmit a final set of plans & technical specifications for the City to incorporate into the final Bid Documents.

Task 1.3 - Permitting

Woodard & Curran will prepare and submit the following permitting packages for permits which we have identified at this time as required for construction:

Task 1.3.1 – City of Norwalk Inland Wetland Agency Permit

Upon completion of preliminary environmental studies (including the field delineation of wetlands and waterbodies), Woodard & Curran will prepare and submit an application to the City of Norwalk Conservation Commission and Inland Wetland Agency for project impacts to wetlands, waterbodies, and/or upland review areas. The permit application will include the required forms, site plans, project narrative, alternatives considered, environmental impacts, proposed mitigation along with supplemental engineering calculations and information as needed. If needed, Woodard & Curran may schedule and complete an informal pre-application meeting or conference call with the City of Norwalk Conservation Commission and Inland Wetland Agency to discuss the project, reasonable alternatives, and permitting requirements in order to facilitate the project approval.

Task 1.3.2 –Army Corps General Permit for the State of Connecticut

Upon completion of preliminary environmental studies (including the field delineation of wetlands and waterbodies), Woodard & Curran will prepare and submit an application for a General Permit (GP) to the Connecticut Department of Energy and Environmental Protection (CTDEEP) for project impacts to jurisdictional wetlands and/or waterbodies. Depending on the level of impact, the project may qualify for Self-Verification (SV) or would otherwise be authorized by the submittal of a Pre-Construction Notification (PCN). If a project qualifies for SV, then Woodard & Curran would prepare and submit the Self-Verification Notification Form (SVNF) to the CTDEEP Inland Water Resources Division as well as the US Army Corps of Engineers (USACE). If a project is ineligible for SV, then it may be reviewed under a PCN which requires an application be submitted to the USACE. If a PCN is required, Woodard & Curran would

prepare and submit the PCN application including the required ENG Form 4345, site plans, project narrative, description of avoidance and minimization measures, wetland delineation data sheets, wetland functions and values assessment forms, agency consultation, and proposed mitigation.

For these drainage improvement projects, we anticipate that the projects may be authorized under one or more of the following GPs:

- **GP 2.** Repair or Maintenance of Existing, Currently Serviceable, Authorized or Grandfathered Structures & Fills, Removal of Structures
- **GP 6.** Utility Line Activities
- **GP 10.** Aquatic Habitat Restoration, Establishment & Enhancement Activities

Please note that this scope of work does not include preparation or submittal of a USACE Individual Permit (IP), Individual 401 Water Quality Certification (WQC), detailed compensatory mitigation plan, or a CTDEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. If required, those permit applications and plans may be developed under a separate scope and fee. Woodard & Curran will complete a pre-application meeting with the USACE and/or CTDEEP as necessary.

Task 1.3.3 Construction Stormwater General Permit

It is anticipated that the construction of the "Trunk Line Upgrades (Saddle)" and the "Upgrade Trunk Lines (Daphne) and Flow Diversion" will exceed one (1) acre of disturbance. The General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities ("Construction Stormwater General Permit") requires projects that will disturb greater than one acre to implement a Stormwater Pollution Control Plan to prevent the movement of sediments off construction sites into nearby water bodies and to address the impacts of stormwater discharges from a project after construction is complete. Woodard & Curran will prepare an application for registration under the General Permit to CTDEEP. The application will include the development of a Stormwater Pollution Control Plan (SWCP). As part of this task, it is assumed that water quality and flow attenuation design is not required given the project falls within the framework of replacement of existing utilities, and will likely not result in the creation of any new additional impervious surfaces.

Task 1.3.4 – City Floodplain Development Permit

It is anticipated that the dam removal on Betts Pond Brook will require a City Floodplain Development Permit. Which includes Conditional Letter of Map Revision (CLOMR) submittal to FEMA, as this activity will impact the Effective FEMA Floodway. Woodard & Curran will develop the revised FEMA hydraulic study based on the design developed in this project and CLOMR submittal documentation for FEMA. The CLOMR will also require submission of a certification of Compliance with section 9 & 10 of the Endangered Species Act prepared above. Process will also require property owner notification for those impacted by changes in elevation, mapping, and Floodway which will be distributed by City upon FEMA request.

Woodard & Curran will submit CLOMR request on the cities behalf with a FEMA FEE estimated at \$7,000 (\$7,000, plus \$60/hr) to FEMA for their review. The City of Norwalk is responsible for providing this FEE to Woodard and Curran prior to CLOMR submittal. The FEE is not included in the cost associated with this task order.

Post dam removal FEMA will require the submittal of a Letter of Map Revision (LOMR) to revise floodplain to reflect post construction conditions. Woodard and Curran can develop and submit this request to FEMA under a separate scope and fee.

Task 1.3.6 – Response to Regulatory Comments

Woodard & Curran will address comments from regulators following submittal of initial permit applications prepared in Tasks 1.3.1 and 1.3.2. We anticipate responding to one set of comments for each permit application. This proposal includes a maximum of 40 hours of staff time to respond to regulatory comments. Additional unforeseen effort can be provided via separate task order and fee

ASSUMPTIONS

The following represents W&C's understanding of items that need additional clarification and/or assignment of responsibility for work.

1. City will provide all record drawings required, including service tie cards, for all municipal owned subsurface utilities.
2. City will provide access to private property when required.
3. City will coordinate, schedule, and facilitate neighborhood meetings, as necessary.
4. City will coordinate, schedule, and facilitate utility coordination meetings, as necessary.
5. The City will provide "front-end" sections of the Bid Documents, including the Invitation to Construction, Itemized Proposal, Bid Forms, Statement of Non-Collusion, Bidder Qualification Statement, and Bond Forms.
6. Design of relocations for other utilities is not included.
7. Pipe trench restoration will include full depth asphalt replacement (including subbase). The City will be provided the option to also mill and repave the top course of the entire width of the road for the length impacted by pipe improvements. Woodard & Curran can also advise of the cost of top course replacement and full depth (i.e. top course & binder) asphalt replacement options. No new curb installation, crosswalks or sidewalk rehabilitation is included, except where disturbed within the project limits.
8. Closed drain system sizing will be based on the 25-year storm event.
9. Design of any downstream improvements are not included in this scope of work.
10. City will contact utility companies to request utility locations within project limits.
11. Project will be bid as a single construction contract. Bid documents will not include project phasing.
12. We assume abutter notifications are limited to within 100 feet of the project area.
13. No Conservation Commission filing will be necessary to perform the geotechnical exploratory borings.
14. Geotechnical field investigations (borings) and survey are assumed to take place during non-winter conditions. Changes in fee may be required if as a result of schedule, these activities need to be conducted in winter conditions.
15. Police details, if required for work within the right-of-way, will be paid for directly by the Client.
16. Various subsurface utility infrastructure exists within the Project's limits of work. The location of surface visible structures within the project limits will be determined through actual field survey. The location and extent of the subsurface utilities will be developed based on record drawings from the City and private utility companies. Woodard & Curran will rely on the accuracy of information provided by others. This scope of work does not include subsurface investigations to locate utilities (i.e. geophysical surveys, etc.).
17. The technical specifications will require the Contractor to be responsible for the design of excavation support and dewatering systems. Therefore, Woodard & Curran has not included these services in the scope of work.
18. Permit application fees, public notice and advertisement fees will be paid for directly by City.
19. Scope of services and fees associated with services provided during public procurement, contractor selection, and construction will be included in a separate contract.
20. Geotech cost include up to 10 feet of rock coring will be conducted during the boring program to establish ledge refusal and assess the competency of ledge encountered.
21. Geotech cost included one day of soft excavation (vacuum test pits) for circumstances where the density of existing utilities necessitates additional care during the boring program.
22. The environmental permitting scope of work does not include the preparation of a detailed, site-specific wetland/stream/habitat mitigation plan that may be required by regulatory agencies based on their review of the permitting submittals captured in the scope of work of this proposal. If required, we can provide such services via a separate scope and fee proposal.
23. W&C will receive as-built locations of all subsurface infrastructure from the City of Norwalk in electronic GIS format, with a separate layer for each utility type (i.e. water, sewer, gas, electric, communications, etc). The proposal is based on the City having all of this information and assumes that GPR or other subsurface utility locating services are not required.

COMPENSATION

Please refer to the following compensation table for a breakdown of the proposed lump sum fees for the professional services associated with the tasks listed herein. The fees are broken out per task and subtasks, and include estimated internal labor hours and subconsultant expenses.

COMPENSATION TABLE:

	Task/Subtasks	Hrs	Labor	Subs	Total
1	Dreamy Hollow Drainage System Improvements				
1.1	Field Investigation Services	90	\$ 16,078	\$ 48,725	\$ 64,803
1.2	Design Services	2,090	\$339,475	\$ -	\$339,475
1.3	Permitting	800	\$123,992	\$ -	\$123,992
	Additional Services (Alternate) - Land Survey	0	\$ -	\$ 49,616	\$ 49,616
	Totals Task 1	2,980	\$479,545	\$ 98,341	\$578,886

DESIGN SCHEDULE

Work is to be completed within 18 months of execution of this contract and written authorization from the City to proceed.

TERMS AND CONDITIONS

The existing Terms and Conditions on file with the City will remain in effect for this contract. If the City finds this task order acceptable, we will await a PO and formal authorization to proceed prior to initiating the work.

We appreciate the opportunity to continue to support the City. If you have questions, please do not hesitate to call me directly at 914-960-2836 or via email at acatalano@woodardcurran.com.

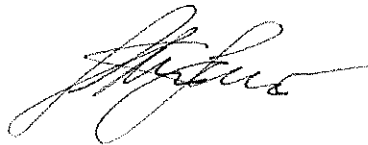
Sincerely,

WOODARD & CURRAN, INC.



Anthony Catalano, P.E.
Senior Principal

PN 232240.00



Steve Lauria, P.E.
Principal



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Anthony Carr, P.E., C.F.M. – Chief of Operations and Public Works
FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*
CC: Vanessa Valadares, P.E. - Principal Engineer
REF: Professional Engineering Services for the Design of the Historic Street Light System on Wall Street
DATE: June 19, 2020

On December 10, 2019, the Common Council authorized the Mayor, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00 to be paid from Account No. 014030-5258. Vanessa Valadares and I have discussed this and would like to add an additional Capital Budget Account for this work to be paid from.

Therefore, I would like to request that the following item be included on the agenda for the July 7, 2020 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Technical Correction of the Common Council Action of December 10, 2019, Item VII.A.1 to add the account(s) designated for LED Street Light Conversion - Design.

Account No. 09 20 4031 5777 C0647

Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light system on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 014030-5258

If you have any questions, please do not hesitate to contact me.

V. COUNCIL PRESIDENT

Council President Smyth announced the cancellation of the December 24th, 2019 Common Council meeting.

A. GENERAL COUNCIL BUSINESS:

1. Discussion regarding pending litigation titled Firetree Ltd. V. City of Norwalk, Et. Al., D.N. 3:17-CV-01088, pending in the United States District Court, District of Connecticut. **EXECUTIVE SESSION**
APPROVED SETTLEMENT DISCUSSED IN EXECUTIVE SESSION

- B. CONSENT CALENDAR:** VI.A.1, VII.A.1, VII.A.2, VII.A.3, VII.A.4a, VII.A.4b, VII.B.1a, VII.B.1b, VII.B.2, VII.B.3, VII.B.4, VII.B.5, VII.B.6, VII.7a, VII.B.7b, VII.B.8a, VII.B.8b, VII.B.9a, VII.B.9b, VII.B.10, VII.C.1a, VII.C.1b

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorize the Mayor, Harry W. Rilling, to sign the settlement agreement and release with Turco Golf, Inc. and Fuss & O'Neill, Inc. to resolve the claims and potential litigation regarding the construction of the batting cage at Nathan Hale Middle School. **EXECUTIVE SESSION** **AUTHORIZED**

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Southport Associates, PC, for Professional Engineering Services for the Design of the Historic Street Light System on Wall Street, for a sum not to exceed \$16,800.00.

Account No. 01 40 30 5258

AUTHORIZED

2. Authorize the Mayor, Harry W. Rilling, to execute a lease agreement (File No. 102-119-03A) with the State of Connecticut Department of Transportation at no monthly cost for the purpose of constructing a portion of State Project 102-350 Norwalk River Valley Trail – Phase 2. **AUTHORIZED**
3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with VHB, Inc. for the design of adaptive signals on West Avenue for an amount not to exceed \$30,000.00.

Account No. 09 20 4120 5777 C0232

AUTHORIZED

- 4a. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with National Water Main Cleaning Company for Cleaning Existing Drain Systems at Various Locations (Project DRG 2019-1) for an amount not to exceed \$468,800.00.



CITY OF NORWALK
Jessica C. Paladino
Waste Programs Manager

jpaladino@norwalkct.org
15 South Smith Street
Norwalk, CT 06855

MEMORANDUM

TO: Anthony R. Carr, Director of Public Works

FROM: Jessica C. Paladino, Waste Programs Manager

CC: Chris Torre, Highway Superintendent

DATE: Solid Waste Disposal Fee

RE: July 1, 2020

The City of Norwalk's Current Fee for Acceptable Municipal Solid Waste (MSW) is \$85/Ton. The MSW Disposal Fee was set on November 13, 2012.

In order to bring the MSW Fee in-line with surrounding communities, DPW recommends increasing the Disposal Fee for MSW from \$85/Ton to \$90/Ton this fiscal year; and then increasing the Disposal Fee for MSW to \$95/Ton, effective July 1, 2021.

Under the contract with City Carting for the Transportation & Hauling of MSW the City of Norwalk paid and/or pays:

- \$88/Ton for FY 17-18
- \$89/Ton for FY 18-19
- \$91/Ton for FY 19-20
- \$93/Ton for FY 20-21, effective July 1, 2020
- \$95/Ton for FY 21-22, effective July 1, 2021

The Fee for Solid Waste Disposal at surrounding towns/cities are:

- Greenwich, CT: \$112/Ton (effective July 1, 2020)
- Stamford, CT: \$95/Ton
- Stratford, CT: \$95/Ton
- Darien, CT: \$94/Ton

During FY 17-18 the City collected approximately \$414,900 in MSW Fees (~4,881 Tons); which was a lost revenue of approximately \$14,600.

During FY 18-19 the City collected approximately \$496,300 in MSW Fees (~5,839 Tons); which was a lost revenue of approximately \$23,300.

During FY 19-20 the City collected approximately \$468,700 in MSW Fees (~5,514 Tons); which was a lost revenue of approximately \$33,000.

During FY 20-21, if the MSW Disposal Fee remains at \$85/Ton; the City estimates it will have a lost revenue of \$39,000 - \$47,000.

If the MSW Disposal Fee increase to \$90/Ton; the City estimates it will have a lost revenue of \$14,000 - \$17,000 for FY 20-21.



MEMORANDUM

TO: DEPARTMENT OF PUBLIC WORKS COMMITTEE

CC: CORPORATION COUNSEL

FROM: VANESSA VALADARES, P.E. – PRINCIPAL ENGINEER

RE: RIGHT OF ACCESS AGREEMENT WITH EVERSOURCE ENERGY

DATE: JUNE 30, 2020

Dear Committee Members:

Yankee Gas Services Company - DBA Eversource Energy has requested access to 102 New Canaan Ave. to perform the Work described in Part A below. The area in which Eversource seeks access is not in the City's right of way, and as such, Public Work cannot process this request as an Encroachment Permit. In the spirit of cooperation, we consulted with the Law Department on whether Public Works can grant access some other way. We have been advised that this can be done by way of a simple access agreement which would identify the access area (which would include the specified work area and passage way to access the work area), and provide for standard terms and conditions provide reasonable protections against loss and damage to property an personal injury, e.g. - a duty to restore and property damaged as a result of access, indemnify the City in the event of losses caused by negligence, and provide appropriate insurance coverage. The basic term sheet is set forth in Part B below with the agreement based on advice of counsel in the event of approval by this Committee.

Part A: Work.

Eversource plans to activate and odorize approximately 3 miles of 12" steel gas main on Rte 123 from Little Brook Rd in New Canaan to Silvermine Ave in Norwalk in September 2020.

The activation process consists of purging the line safely with nitrogen and natural gas (day 1) followed by a "pickle" and flare with mercaptan (day 2). This is a common practice at Eversource for activation of gas mains of this size and type.

The pickle process (day 2) is a conditioning of the pipeline to strengthen the natural gas odor and consists of a injecting mercaptan and oil into the pipeline at Little Brook Rd and a flaring off the mixture near Silvermine Ave. The mercaptan is flared off to eliminate nuisance odor calls, as well as burn off methane in an environmentally safe manner.

The flares, which are approximately 10' above grade, are typically set up in the road ROW as far away from trees, powerlines, pedestrians and car traffic as possible. Due to congestion, the end points on this project are not preferred locations to flare and therefore, we are proposing a location north of fire station 1 in the field between the fire house and the ball field (see attached). The entire operation is continually manned by trained Eversource technicians.

Eversource technicians and equipment will enter the area via a fence gate near the rear of the fire house. No vehicles will be driven on the grass area.

The flaring would take place during the day on a weekday and will typically last 2-3 hours.

Any grass damaged during the procedure will be repaired by Eversource.

The field area enclosed by the fence will need to be closed and cones / warning tape will be installed as shown on the attached.

Part B: Term Sheet.

Access Area: The Work Area and Ingress and Egress Area are identified in the map attached to this Memo as Exhibit A.

Access Scope: Access granted will be limited to performing Work described above, and such activities necessary and incidental thereto.

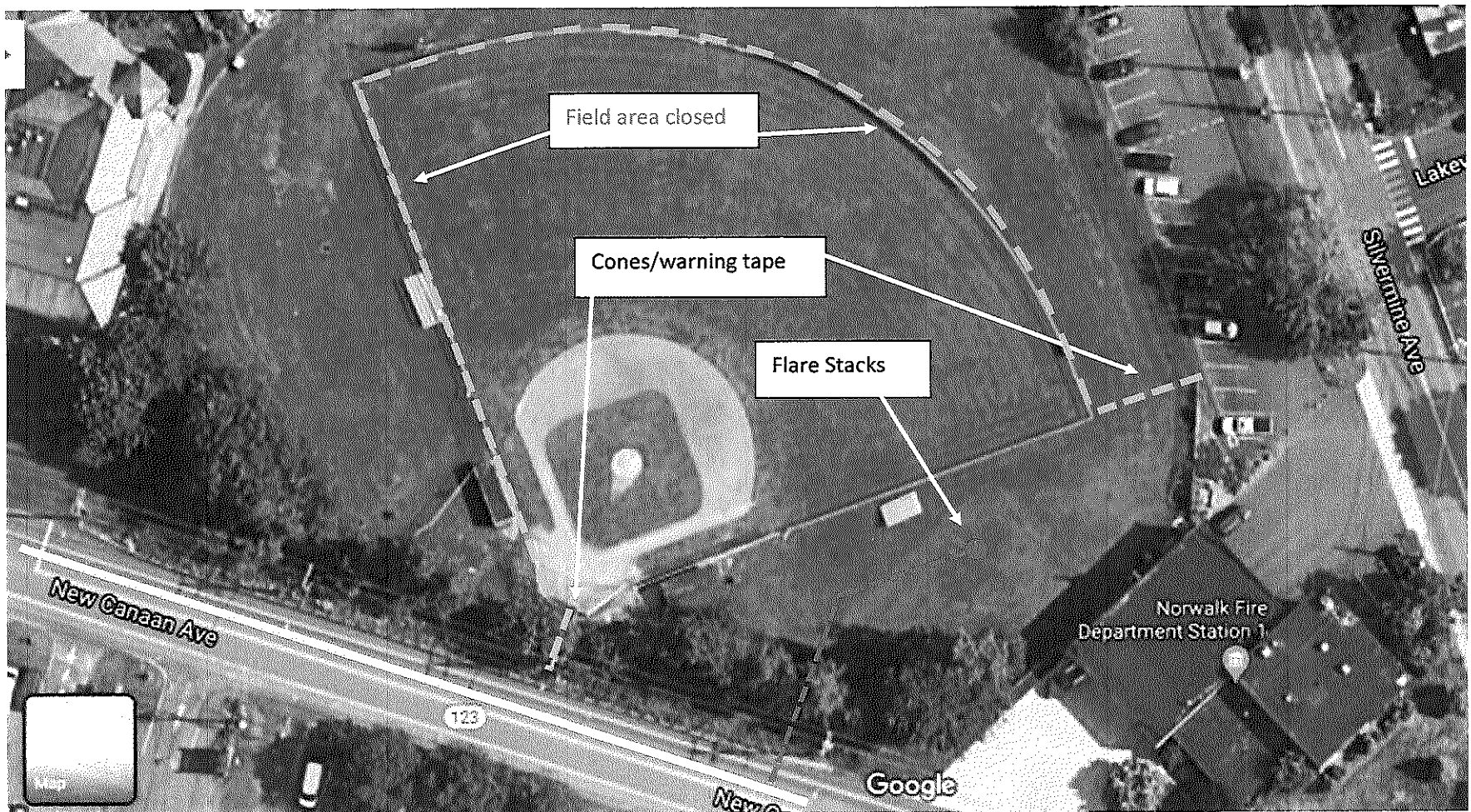
Term: Eversource will have sixty (60) days to schedule the Work. Access will be limited to conducting the Work during a single day.

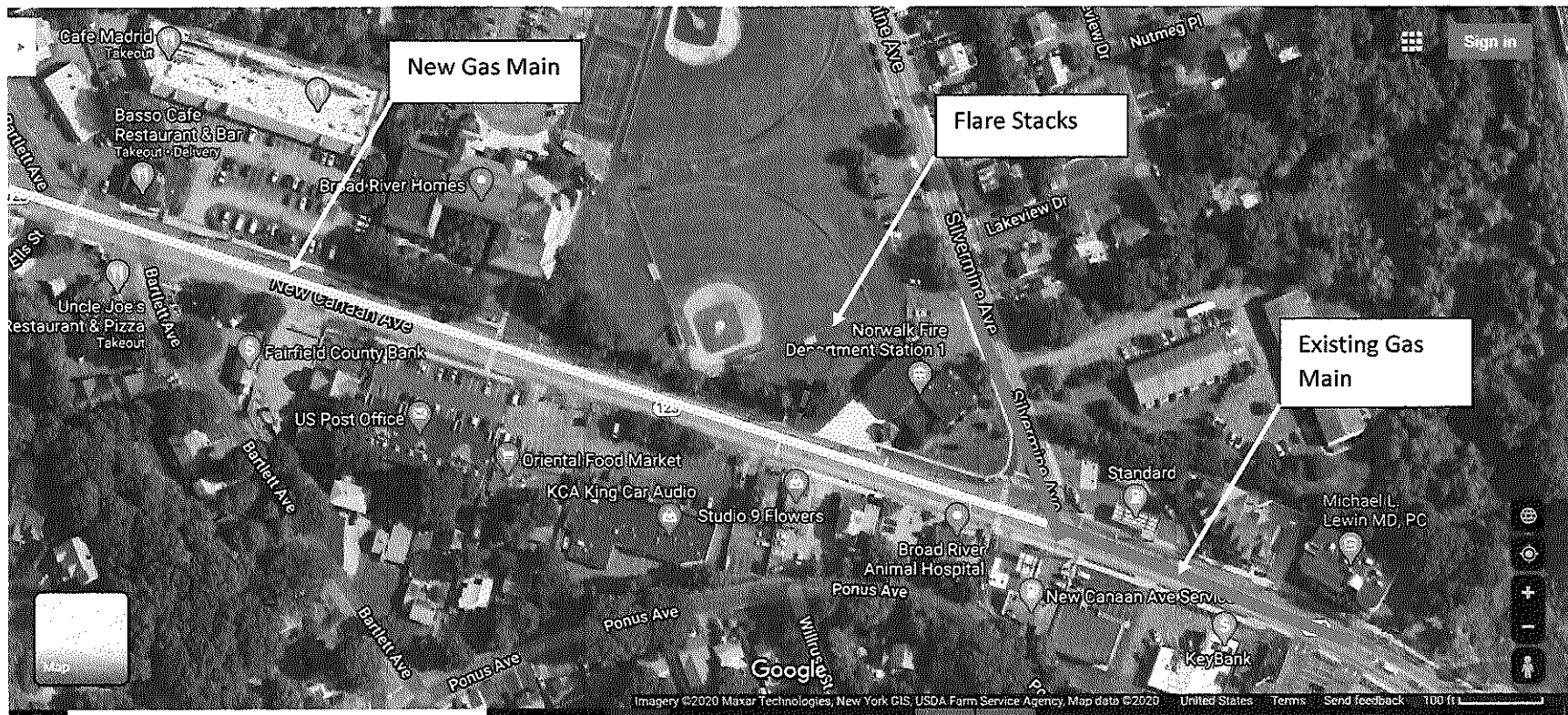
Other Terms:

(a) Restoration: In the event of damage to the Access Area, Eversource to restore the Access Area to the condition immediately preceding its use therefore.

(b) Indemnification: Eversource to indemnify the City for losses caused by its negligence.

(c) Insurance: Eversource to have the following insurance coverage: Worker's Compensation insurance at or exceeding the state minimum requirements, and general commercial liability and auto coverage of at least 1MM per occurrence and 2MM in the aggregate.





102 New Canaan Ave., Norwalk
Proposed Flare Stack Location



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works

FROM: Themba Chirambo – Junior Engineer

CC: Vanessa Valadares, P.E. – Principal Engineer;
Drew Berndlmaier, P.E. – Senior Engineer

REF: Public Works Committee Agenda Item – RD2020-1 Concrete Curbs and Sidewalks in various locations

DATE: June 25, 2020

I would like to request that the following items be included on the agenda for the July Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with The Grasso Companies LLC for Project RD2020-1 Concrete Curbs and Sidewalks in various locations for a sum not to exceed **\$2,749,668.**
2. Authorize the Director of Public Works, to execute orders on the Contract with The Grasso Companies LLC for Project RD2020-1 Concrete Curbs and Sidewalks in various locations for a sum not to exceed **\$274,966.80.**

Account #'s:

09 21 4021 5777 C0318
09 21 4021 5777 C0021

The purpose of this project is:

In anticipation of proposed paving, grade changes, curb reveal and ADA accessibility all contribute to the need to replace curbs and sidewalks within defined areas:

- Woodward Avenue
- Ohio Avenue area – neighborhood includes several adjacent streets.

The Grasso Companies LLC was the apparent lowest bidder on the June 24, 2020 bid opening.



Bid Sheet

Project: RD 2020-1 CONCRETE CURBS & SIDEWALKS

BID OPENING: WEDNESDAY
JUNE 24, 2020
2:00 PM

<u>Bidder</u>	<u>Bid Amount</u>	<u>Bid Bond</u>
The Grasso Companies LLC	\$2,749,668.00	15%
Star Construction Corporation	<i>\$2,958,830.00</i>	15%
Deering Construction Inc.	\$2,999,288.75	15%
M. Rondano	<i>\$3,900,747.50</i>	15%

ProjectNumber: RD2020-1

Project Name: CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

Item				Apparent Low Bidder		Second Bidder		Third Bidder		Engineer's Estimate	
Number	Description	Quantity	Unit	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount	UnitPrice	Amount
0304002	PROCESSED AGGREGATE BASE	60.00	CY	\$40.00	\$2,400.00	\$45.00	\$2,700.00	\$35.00	\$2,100.00	\$42.00	\$2,520.00
0406204 A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	3310.00	SY	\$60.00	\$198,600.00	\$60.00	\$198,600.00	\$60.00	\$198,600.00	\$65.00	\$215,150.00
0507042 A	RESET CATCH BASIN	48.00	EA	\$500.00	\$24,000.00	\$500.00	\$24,000.00	\$500.00	\$24,000.00	\$550.00	\$26,400.00
0507781	RESET MANHOLE	15.00	EA	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$475.00	\$7,125.00	\$550.00	\$8,250.00
0507792 A	RECONSTRUCT CATCH BASIN	58.00	VF	\$250.00	\$14,500.00	\$275.00	\$15,950.00	\$275.00	\$15,950.00	\$280.00	\$16,240.00
0651343 A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1.00	ALLOW	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
0811001 A	CONCRETE CURBING	21196.00	LF	\$32.00	\$678,272.00	\$36.00	\$763,056.00	\$42.00	\$890,232.00	\$42.00	\$890,232.00
0811007 A	CONCRETE CURBING (<45 LF PER MOB.)	45.00	LF	\$75.00	\$3,375.00	\$45.00	\$2,025.00	\$45.00	\$2,025.00	\$50.00	\$2,250.00
0813015 A	5" X 16" GRANITE STONE CURBING (STRAIGHT)	1272.00	LF	\$55.00	\$69,960.00	\$56.00	\$71,232.00	\$62.00	\$78,864.00	\$50.00	\$63,600.00
0815001	BITUMINOUS CONCRETE LIP CURBING	50.00	LF	\$6.00	\$300.00	\$9.00	\$450.00	\$5.00	\$250.00	\$10.00	\$500.00
0921001 A	CONCRETE SIDEWALK	93799.00	SF	\$9.00	\$844,191.00	\$10.00	\$937,990.00	\$9.25	\$867,640.75	\$12.00	\$1,125,588.00
0921004 A	CONCRETE SIDEWALK (<110 SF PER MOB.)	110.00	SF	\$20.00	\$2,200.00	\$15.00	\$1,650.00	\$12.00	\$1,320.00	\$20.00	\$2,200.00
0921010 A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.)	90.00	SF	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$15.00	\$1,350.00	\$21.00	\$1,890.00
0921011 A	CONCRETE DRIVEWAY RAMP	14177.00	SF	\$10.00	\$141,770.00	\$11.00	\$155,947.00	\$11.00	\$155,947.00	\$13.00	\$184,301.00
0922001 A	BITUMINOUS CONCRETE SIDEWALK	550.00	SY	\$36.00	\$19,800.00	\$43.00	\$23,650.00	\$50.00	\$27,500.00	\$52.00	\$28,600.00
0924007 A	HANDICAP RAMPS (ADA COMPLIANT)	111.00	SF	\$40.00	\$4,440.00	\$40.00	\$4,440.00	\$25.00	\$2,775.00	\$40.00	\$4,440.00
0944003 A	FURNISHING AND PLACING TOPSOIL	2550.00	SY	\$10.00	\$25,500.00	\$10.00	\$25,500.00	\$10.00	\$25,500.00	\$11.00	\$28,050.00
0950003 A	TURF ESTABLISHMENT (LAWN)	7360.00	SY	\$1.00	\$7,360.00	\$1.50	\$11,040.00	\$1.00	\$7,360.00	\$3.00	\$22,080.00
0975004 A	MOBILIZATION AND PROJECT CLOSEOUT	1.00	LS	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$34,000.00	\$34,000.00	\$50,000.00	\$50,000.00
0980003 A	PROJECT SURVEY AND STAKEOUT	1.00	ALLOW	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00

ProjectNumber: RD2020-1

Project Name: CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS

<i>Item</i>				<i>Apparent Low Bidder</i>		<i>Second Bidder</i>		<i>ThirdBidder</i>		<i>Engineer's Estimate</i>	
<i>Number</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>	<i>UnitPrice</i>	<i>Amount</i>
1000010 A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1.00	ALLOW	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
1302060	RESET GATE BOXES	65.00	EA	\$80.00	\$5,200.00	\$120.00	\$7,800.00	\$50.00	\$3,250.00	\$110.00	\$7,150.00
					\$2,749,668.00			\$2,958,830.00	\$2,999,288.75		
										\$3,332,941.00	

Apparent Low Bidder = The Grasso Companies, LLC Monroe, CT

Second Bidder = Star Construction Corporation, Stratford, CT

Third Bidder= Deering Construction, Inc. Norwalk, CT

MEMORANDUM

TO: Members of the Department of Public Committee;
Members of the Planning Commission;
Members of the Common Council
Mayor Harry W. Rilling

FROM : Darin L. Callahan, Assistant Corporation Counsel

CC: Anthony Carr, Chief of Operation and Public Works;
Steve Kleppin, Director of Planning and Zoning
Bill Ireland, Chief Building Official
Michael Yeosock, Assistant Director of TMP
Mario Coppola, Corporation Counsel

DATE : June 30, 2020

RE: **SoNo Collection – OSTA Required Conveyance to the City of Norwalk**

Attached is a letter from Deborah R. Brancato, an attorney representing Norwalk Land Development, LLC/The SoNo Collection (the “Owner”). As the Owner continues to pursue all of the final approvals and certificates for the development of the SoNo Collection (the “Project”), the Office of the State Traffic Administration has required that the Owner convey two small areas of their property to the City. This is required because during the design phase of the Project, the City requested that West Avenue and North Water Street be widened to include the two small conveyance areas depicted in the attached survey.

The pertinent supporting documentation provided are:

- A proposed deed which the law department has reviewed and finds acceptable.
- The survey depicts Conveyance Area A and Conveyance Area B located on West Avenue and North Water Street respectively (the “Conveyance Areas”).

- A memorandum from Roux Associates, which is the consulting firm that is monitoring and responsible for the site remediation.

The conveyance is for no consideration so the City will acquire the Conveyance Area at no cost. The Conveyance Areas include granite curbing and pave roadway only and are constructed using Standard City materials and in full compliance with the City standards for road construction.

The Project is subject to a mortgage and the Owner is seeking a partial release of the Conveyance Areas from their lender. Any approval to accept this conveyance should be conditioned upon receipt and law department approval of the partial release.

REQUESTED ACTION:

- A. Authorize the Mayor Harry W. Rilling to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:**
 1. Certain piece or parcel is identified as “Conveyance Area A” having an area of 1,263±S.F. as shown on map entitled “Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk” dated November 2019 prepared by Langan CT, Inc;
 2. Said piece or parcel of property is identified as “Conveyance Area B” having an area of 237±S.F. as shown on map entitled “Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk” dated November 2019 prepared by Langan CT, Inc.
- B. Referral of Item A to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. § 8-24.**

A copy of the above referenced map is attached as Exhibit A to this Memorandum for your ready reference.

Exhibit A

(Carmody Torrance Sandak Hennessey Letter dated June 24, 2020)

June 24, 2020

VIA E-MAIL

Eric Bernheim, Esq.
Halloran & Sage LLP
315 Post Road
Westport, CT 06880
bernheim@halloransage.com

RE: Norwalk Land Development, LLC/The SoNo Collection
Roadway Parcel Conveyance

Dear Eric:

Pursuant to Conn. Gen. Stat. § 8-24, I am writing to request City acceptance of the conveyance of certain roadway portions of The SoNo Collection property located at 100-101 North Water Street (MBL 2-18-3) (the "Property") from the owner and redeveloper of same, Norwalk Land Development, LLC (the "Owner").

Background

Pursuant to a certain Land Disposition & Development Agreement, as amended, between Owner, the City of Norwalk ("City"), and the Norwalk Redevelopment Agency dated February 10, 2016, Owner has redeveloped the Property with a mixed-use mall project now known as The SoNo Collection (the "Project"). Part of the approval process for the Project included an application to the State of Connecticut Department of Transportation for a Certificate from the Office of the State Traffic Administration (the "OSTA Certificate"). The OSTA Certificate process involved a detailed review of traffic and infrastructure implications of the Project by State and local City officials, including Mr. Bruce J. Chimento of the Norwalk Traffic Authority, Mr. Michael M. Yeosock P.E. formerly of the Norwalk Department of Public Works (DPW), and Mr. William D. Ireland of the Norwalk Building Department. Extensive collaboration between Owner, the State, and City officials resulted in the issuance of the OSTA Certificate with about thirty (30) conditions to be satisfied by Owner; many of the included conditions were the result of direct requests or feedback from the City.

{S7252016}

NEW HAVEN | STAMFORD | WATERBURY | LITCHFIELD | SOUTHBURY | carmodylaw.com

Eric Bernheim, Esq.
June 24, 2020
Page 2 of 3

To date, Owner as satisfied all but one condition of its OSTA Certificate, set forth below:

24. That prior to the issuance of an encroachment permit, sufficient property be deeded along the site frontage, for highway purposes, to the City, at no cost, to accommodate the proposed roadway widening, and a sidewalk/snowshelf.

The roadway widening referred to above is set forth in other conditions (Nos. 5 & 7) of the OSTA Certificate and relates to widening of North Water Street and West Avenue, among other areas. The widening of these two roads along the Property frontage was specifically requested by DPW during the traffic-related review of the Project. Pursuant to the OSTA Certificate, the widenings occurred during the construction and development of the Project.

Because portions of the road that were widened are owned by Owner, condition No. 24 was included in the OSTA Certificate to ensure that such areas were officially conveyed to the City such that the City would be the legal owner of the public right-of-way. Owner has been and remains supportive of the City goals to improve the public thoroughfares around the Property, and is now seeking to complete this final condition of the OSTA Certificate by conveying the roadway pieces to the City, as has always been contemplated.

Request

While the widening of the road was thoroughly vetted and reviewed by appropriate City departments and contemplated in the concept plans ultimately reviewed and approved by the City's Common Council, Owner is now seeking approval as the City deems necessary to record a deed and map, as attached hereto, to accomplish the required conveyance. The deed and map are drafted in a manner that will result in conveyance of only roadway and granite curbing, which were constructed using standard City materials and in full compliance with City of Norwalk municipal Code, Chapter 95, Section 23. The conveyance does not include any portion of any sidewalk, and, for the avoidance of doubt, Owner shall remain responsible for maintenance of the sidewalks. In addition, the conveyance is for no consideration, and will, thus, as required under the OSTA Certificate, be at no cost to the City.

Further to this request, enclosed herewith for your review and consideration are the following materials:

- A proposed Quitclaim Deed, that would convey the two roadway parcels to the City of Norwalk;
- A Right of Way Survey prepared by Langan CT, Inc., the Project engineer, depicting the two areas to be conveyed – Conveyance Area A and Conveyance Area B. Note 5 on the map confirms that the conveyance areas including only roadway and granite curbing;

Eric Bernheim, Esq.
June 24, 2020
Page 3 of 3

- A copy of the OSTA Certificate (which has been extended from its original expiration date to July 31, 2020, in recognition of the fact that Condition No. 24 remains outstanding); and
- A memorandum from Roux Associates, the consulting firm managing environmental remediation of the Property, confirming that the closest soil samples to the conveyance areas, which likely represent what may be in the conveyance areas, were below CT state remedial standards, and that areas are covered with asphalt/curbing as contemplated in the Remedial Action Plan for the Property, and which renders any potential soil issue, if any, "inaccessible" as defined in the CT State remedial standard regulations.

Please further note that Owner is currently seeking consent and a partial release from its lender regarding a mortgage currently encumbering the Property, with respect to the roadway conveyance areas. It is anticipated that Owner will obtain this consent and release as a condition precedent to recording the map and deed to complete the conveyance.

We are happy to discuss any of this further should have any questions, and look forward to the City's review of the matter.

Sincerely,



Deborah Brancato, Esq.

Enclosures

Record and Return To:
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Mario Coppola, Esq.

QUITCLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW YE, that **NORWALK LAND DEVELOPMENT, LLC**, a Delaware limited liability company having a mailing address at 350 N. Orleans Street, Suite 300, Chicago, IL 60654 (the "Grantor"), for the consideration of **ONE DOLLAR (\$1.00)** and other good and valuable consideration received to its full satisfaction of the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut having a mailing address at 125 East Avenue, Norwalk, CT 06851 (the "City"), does convey, transfer, remise, release and forever **QUITCLAIM WITH QUITCLAIM COVENANTS** unto said Grantee and its successors and assigns forever, all right, title, claim and demand whatsoever as said Grantor has or ought to have in or to those certain pieces or parcels of property more particularly described in the **SCHEDULE A** attached hereto and made a part hereof (the "Property").

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date noted below in the presence of:

, Witness

Norwalk Land Development LLC

, Witness

By: _____
Its: _____, duly authorized

STATE OF _____ }
COUNTY OF _____ }

ss.: _____

On this the _____ day of _____, 2020, before me, the undersigned officer, personally appeared, _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand.

Notary Public/
Commissioner of the Superior Court

SCHEDULE A

Property Description

First Piece:

Commencing at a coordinate N=600,064.112, E=815,530.116 on the easterly right of way line of West Avenue, said point being on the northwesterly corner of land now or formerly of Norwalk Land Development, LLC; Thence S 05° 25' 41" W along said easterly right of way line of West Avenue a distance of 339.73' to a point; Thence S 17° 49' 28" W along said easterly right of way line of West Avenue a distance of 12.95' to the point of beginning; Thence S 17° 49' 28" W along said easterly right of way line of West Avenue a distance of 38.27' to a point; Thence S 05° 25' 41" W along said easterly right of way line of West Avenue a distance of 166.93' to a point of curvature; Thence southerly along a curve on the intersection of said easterly right of way line of West Avenue and the northerly right of way line North Water Street, curving to the left, with an arc length of 31.42', a radius of 33.00', an included angle of 54° 33' 38", and a chord length of 30.25' bearing S 21° 51' 08" E to a point of curvature; Thence northerly along a curve through land now or formerly of Norwalk Land Development, LLC, curving to the right, with an arc length of 28.75', a radius of 39.50', an included angle of 41° 42' 17", and a chord length of 28.12' bearing N 14° 13' 36" W to a point of tangency; Thence N 06° 37' 33" E through land now or formerly of Norwalk Land Development, LLC a distance of 181.55' to a point; Thence N 05° 27' 47" E through land now or formerly of Norwalk Land Development, LLC a distance of 23.20' to the point of beginning;

Containing approximately 1,263 Square Feet.

Said piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on a map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc., and filed with the City of Norwalk Town Clerk as Map Number: _____ (the "Map").

Second Piece:

Commencing at a coordinate N=599,476.958, E=815,661.998 on the northerly right of way line of North Water Street, said point being on the southerly boundary line of land now or formerly of Norwalk Land Development, LLC; Thence S 05° 25' 41" W along said northerly right of way line of North Water Street a distance of 1.82' to a point of curvature; Thence southerly along a curve on said northerly right of way line of North Water Street, curving to the left, with an arc length of 6.58', a radius of 8.00', an included angle of 47° 09' 26", and a chord length of 6.40' bearing S 18° 09' 02" E to the point of beginning; Thence easterly along a curve on said northerly right of way line of North Water Street, curving to the left, with an arc length of 7.28', a radius of 8.00', an included angle of 52° 06' 37", and a chord length of 7.03' bearing S 67° 47' 03" E to the point of non-tangency; Thence N 86° 10' 06" E along said northerly right of way line of North Water Street a distance of 108.32' to a point; Thence S 88° 38' 49" W through land now or formerly of Norwalk Land Development, LLC a distance of 70.85' to a point; Thence S 86° 11' 49" W through land now or formerly of Norwalk Land Development, LLC a distance of 43.86' to the point of beginning;

Containing approximately 237 Square Feet.

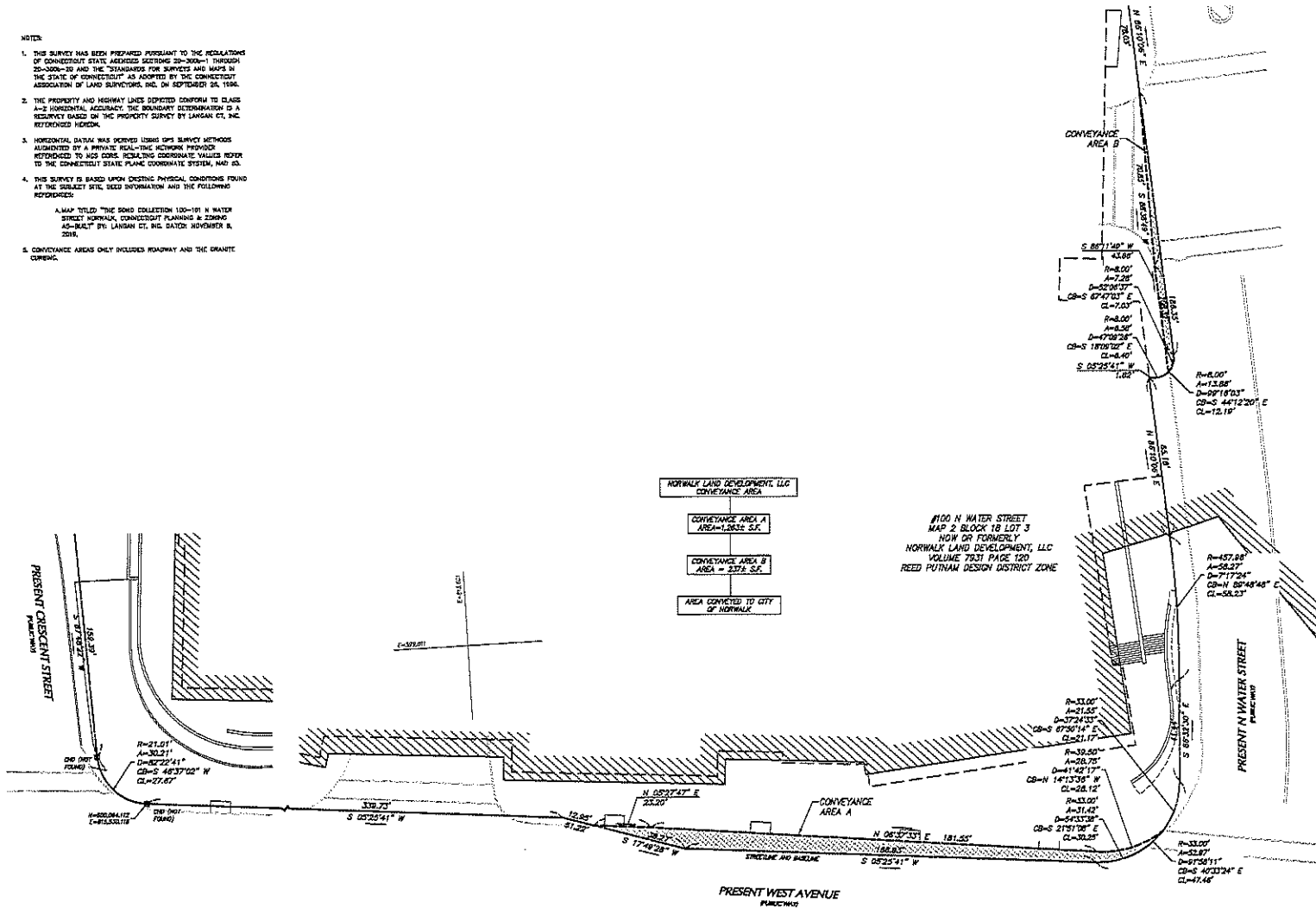
Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on the Map.

NOTES

1. THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGEDS SECTIONS 20-300-1 THROUGH 20-300-30 AND THE STANDARDS FOR SURVEY AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 24, 1996.
2. THE PROPERTY AND HIGHWAY LINES DEPICTED CONFORM TO CLASS A-2 HORIZONTAL ACCURACY. THE BOUNDARY DETERMINATION IS A RESURVEY BASED ON THE PROPERTY SURVEY BY LANGAN CT, INC. REFERENCED HEREIN.
3. HORIZONTAL DATA WAS DERIVED USING GPS SURVEY METHODS AUGMENTED BY A PRIVATE REAL-TIME NETWORK PROVIDER. REFERENCE TO AOS DATA RELATING COORDINATE VALUES REFER TO THE CONNECTICUT STATE PLANE COORDINATE SYSTEM, NAD 83.
4. THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, DEED INFORMATION AND THE FOLLOWING REFERENCES:

ALMA TILED "THE BOND COLLECTION 100-101 N. WATER STREET NORWALK, CONNECTICUT PLANNING & ZONING AS-BUILT" BY LANGAN CT, INC. DATED NOVEMBER 8, 2018.

5. CONVEYANCE AREAS ONLY INCLUDED ROADWAY AND THE GRANITE CURBING.



LANGAN

Langan CT, Inc.
555 Long Wharf Drive
New Haven, CT 06511

T: 203.682.8771 F: 203.799.6142 www.langan.com

RIGHT OF WAY SURVEY

CITY OF NORWALK
MAP SHOWING LAND ACQUIRED FROM
NORWALK LAND DEVELOPMENT, LLC
BY
THE CITY OF NORWALK
WEST AVENUE

SCALE 1"=20' NOVEMBER 2019

DRAWN BY JAK
DATE 1/11/20
CHECKED BY AC
DATE 1/11/20



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-3020

Record & Return to:

Mr. William J. Hennessey, Jr., Esq.
Carmody Torrance Sandak Hennessey, LLP
707 Summer Street - 3rd floor
Stamford, CT 06901-1026

CERTIFICATE NO. 1806-A

OSTA NO.: 102-1601-01
APPROVED: September 21, 2016
EXPIRES: September 21, 2019

ISSUED TO: Norwalk Land Development, LLC
119 Washington Street
Norwalk, CT 06854

FOR: The SoNo Collection (Formerly District 95/7)
North Block: Map 2 Block 18 Lot 3
City of Norwalk

Pursuant to Section 14-311 of the General Statutes
of Connecticut, as revised, and the Regulations
of the Office of the State Traffic Administration

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF
THE ORIGINAL DOCUMENT RECEIVED FOR RECORD
IN THE OFFICE OF THE TOWN CLERK OF THE CITY
OF NORWALK

ON October 6, 2016 AT 10:47am

Maria Champagne, CA
TOWN CLERK
DATE October 6, 2016

The property owner(s) and such owner's/owners' heirs, successors in interest or assigns are hereby ordered to comply with the conditions and requirements as set forth in the attached report(s) and plan(s), which are incorporated herein. Failure to comply with all conditions and requirements will constitute sufficient basis for revocation of the Certificate.

OPERATION OF THE DEVELOPMENT OR ANY PORTION THEREOF SHALL NOT BE ALLOWED UNTIL SUCH TIME AS THE PROPERTY OWNER(S) AND SUCH OWNER'S/OWNERS' HEIRS, SUCCESSORS IN INTEREST OR ASSIGNS HAS/HAVE COMPLIED WITH THE ABOVE UNLESS PERMISSION HAS BEEN REQUESTED AND RECEIVED FROM THE OFFICE OF THE STATE TRAFFIC ADMINISTRATION TO OPERATE PRIOR TO COMPLETION OF THE CONDITIONS AND REQUIREMENTS.

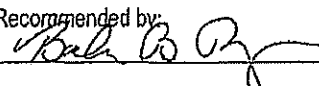
THIS CERTIFICATE WILL EXPIRE THREE (3) YEARS FROM THE APPROVAL DATE OF THE ATTACHED REPORT UNLESS ALL CONDITIONS AND REQUIREMENTS ARE COMPLIED WITH WITHIN THAT PERIOD OR PERMISSION IS REQUESTED AND OBTAINED FROM THE OFFICE OF THE STATE TRAFFIC ADMINISTRATION TO EXTEND THE EXPIRATION DATE.

Upon due notice from this office, this Certificate may be reviewed and modified or revoked in the interest of public safety.

for James M. Sawicki
David A. Sawicki
Executive Director
Office of the State Traffic Administration

Date: 10/5/16

INSTR # 2016012175 VOL 8418 PG 214 RECD 10/06/2016 10:47:25 AM
RICHARD A. MCQUAID TOWN CLERK NORWALK CT

Report by: L. Pittman Checked by: K. Lussler Recommended by: 	Date: 09/16 Date: 09/16	STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION OFFICE OF THE STATE TRAFFIC ADMINISTRATION TRAFFIC INVESTIGATION REPORT	OSTA No.: 102-1601-01 Loc No.: Approved by OSTA
See Previous Traffic Investigation Report No: 102-0111-03, 102-0710-01, 102-1107-01			Date: 9.21.16
Requested by: John D. Plante How Requested: Certificate Application Date: August 5, 2016		City of Norwalk Location: The SoNo Collection West Avenue between the I-95 northbound on-ramp and Pine Street Extension	 Executive Director

Recommendations:

In accordance with Section 14-311 of the Connecticut General Statutes, as revised, it is recommended that the Office of the State Traffic Administration (OSTA) issue a certificate to Norwalk Land Development, LLC, for The SoNo Collection, a 1,073,727 square-foot gross floor area mixed-use development with 3,033 parking spaces, located at 100 North Water Street in the City of Norwalk stating that the operation thereof will not imperil the safety of the public based on the following conditions.

These conditions are based on and refer to the following plans prepared by Langan Engineering, Inc.:

- A. "OSTA Site Plan," Drawing No. CS100, dated March 17, 2016 and last revised September 7, 2016.
 - B. "Offsite Pavement Marking & Signage Plan," Drawing No. KO401, dated March 15, 2016 and last revised September 7, 2016.
 - C. "Onsite Bike Path Marking & Signage Plan," Drawing No. KO403, dated March 15, 2016 and last revised September 7, 2016.
1. Rescind the previously approved Traffic Investigation Report Nos. 102-0111-03 (Cert. No 1606), 102-0710-01 (Cert. No. 1806) and 102-1107-01 (Revised Cert. No 1806).
 2. That North Service Drive between North Water Street and Crescent Street be constructed in substantial conformance with the referenced plans.
 3. That South Service Drive between Pine Street Extension and North Water Street be constructed in substantial conformance with the referenced plans.
 4. That the site driveways on West Avenue, North Water Street, Pine Street Extension, South Service Drive, and North Service Drive be constructed in substantial conformance with the referenced plans.
 5. That West Avenue be widened and reconstructed in substantial conformance with the referenced plans.

6. That West Avenue be milled and overlayed between the intersections of Pine Street Extension/ Garner Street and I-95 northbound on-ramp/ Route 7 southbound off-ramp at the discretion of the City of Norwalk.
7. That North Water Street, Reed Street and the I-95 northbound on-ramp be widened in substantial conformance with the referenced plans.
8. That North Service Drive be one-way in the northbound direction between North Water Street and Crescent Street.
9. That Crescent Street be one-way in the northbound direction between North Service Drive and Science Road.
10. That all roadway and drainage improvements within the State highway right-of-way be subject to review by the Department of Transportation and all their requirements including those pertaining to maintenance and protection of traffic be satisfied prior to the issuance of a permit for work within the highway right-of-way.
11. That all work on roadways that are owned and maintained by the City of Norwalk be performed in conformance with the standards and specifications of the City.
12. That all conflicting pavement markings in the area of roadway work be eradicated to the satisfaction of the Department of Transportation.
13. That the existing traffic signals at the following intersections be revised or replaced to accommodate the roadway widenings noted in Condition No. 5 and/or to accommodate additional loads to the existing mast arms:
 - A. West Avenue at the Route 7 southbound off-ramp and I-95 northbound on-ramp
 - B. West Avenue at North Water Street
14. That a traffic signal be installed at the following intersections:
 - A. Fairfield Avenue at I-95 northbound off-ramp and Reed Street
 - B. West Avenue at Site driveway
 - C. North Water Street at Site driveway
 - D. Reed Street at Stuart Avenue and Cedar Street

The City of Norwalk has agreed to own and maintain the traffic signals.

15. That the following traffic control signals on West Avenue be interconnected to the City of Norwalk's computerized system:
 - A. Pine Street Extension/ Garner Street
 - B. Reed Street/ North Water Street
 - C. Site Drive
 - D. Route 7 southbound off-ramp/ I-95 northbound on-ramp
 - E. Route 7 northbound on-ramp/ I-95 southbound on-ramp
16. That overhead sign supports and foundations with appropriate guide signs be installed on the Route 7 southbound off-ramp to West Avenue, west of the Route 7 southbound overpass. The Department of Transportation will own and maintain the signing and associated structure. Preliminary design of the

sign supports, foundations, and sign legends shall be submitted to the Department of Transportation for review and approval within six months of the approval of this report.

17. That overhead guide signs for Route 7 and I-95 be installed on northbound West Avenue between North Water Street and the I-95 northbound on-ramp in accordance with the "Manual on Uniform Traffic Control Devices," latest edition.
18. That signs and pavement markings on the site driveways be installed and maintained in substantial conformance with the referenced plans, and in accordance with the "Manual on Uniform Traffic Control Devices," latest edition.
19. That all pavement markings installed on State roads be of epoxy material, or of a material as directed by the Department of Transportation.
20. That all pavement markings installed on city roads be of epoxy material, or of a material as directed by the City of Norwalk.
21. That signs and pavement markings on West Avenue, North Water Street, Reed Street, Crescent Street, North Service Drive, and South Service Drive be installed in substantial conformance with the referenced plans, and in accordance with the "Manual on Uniform Traffic Control Devices," latest edition.
22. That the operation of the site driveway entrance gates located on the West Avenue site driveway be terminated in the open position if vehicles start to back up onto West Avenue.
23. That a four foot wide sidewalk be constructed on Reed Street between Cedar Street and West Avenue.
24. That prior to the issuance of an encroachment permit, sufficient property be deeded along the site frontage, for highway purposes, to the City, at no cost, to accommodate the proposed roadway widening, and a sidewalk/snowshelf.
25. That an encroachment permit be obtained from the Department of Transportation's District 3 Office prior to performing any work within the State highway right-of-way. The permit forms must include the applicable detailed construction plans.
26. That prior to the issuance of a certificate, a bond be posted and maintained in the amount of \$1,270,000 to cover the costs of satisfying the conditions of this report. Upon submission of the final design plans, the dollar amount of this bond may be adjusted either upward or downward during the encroachment permit review process.
27. That prior to the issuance of a certificate, a bond be posted and maintained with the City of Norwalk to cover the costs of the work required on West Avenue, Reed Street, North Water Street, Pine Street Extension, Fairfield Avenue, Stuart Avenue, Cedar Street, and Crescent Street.
28. That prior to the issuance of a certificate, a copy of this report be recorded on the municipal land records in accordance with the attached procedure. A copy of the Certificate shall be recorded on the land records upon issuance and prior to the issuance of an encroachment permit.

29. That an application for a certificate of occupancy for any portion of this development not be submitted to the City of Norwalk until all the conditions of this report have been completed or subsequent OSTA approval allows otherwise.
30. That OSTA reserves the right to require additional improvements or changes, as deemed necessary, due to the development's traffic in the future. The cost of any additional improvements or changes shall be borne by the owner of the development.

Mr. Luke Mauro, on behalf of Mr. John D. Plante, the applicant's authorized representative, concurred with the above recommendations on September 20, 2016.

Mr. Bruce J. Chimento, representative for the Local Traffic Authority for the City of Norwalk, concurred with the above recommendations on September 20, 2016.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

(860) 594-3020

Record and Return to:
Carmody Torrance Sandak + Hennessey LLP
707 Summer Street, 3rd Floor
Stamford CT 06901
Attn: Deborah R. Brancato

April 16, 2020

Mr. Luke Mauro, P.E., PTOE
Langan Engineering
555 Long Wharf Drive
New Haven, Ct. 06511

Dear Mr. Mauro:

Subject: City of Norwalk
The SoNo Collection (Formerly District 95/7)
North Block: Map 2 Block 18 Lot 3
City of Norwalk
Certificate No. 1806-A

This is to advise you that an extension for Certificate No. 1806-A has been approved. The approval shall not become effective until this letter has been recorded on the municipal land records, in accordance with the enclosed procedure, and this office has received evidence as such (i.e., copy of the recorded letter). The extended expiration date is July 31, 2020.

If the conditions and requirements will not be met within that time, a request for an extension should be sent to this office 60 days prior to the expiration date. Also, these requests for extensions will be considered in light of current conditions and may require the submission of updated traffic data.

Sincerely,

David A. Sawicki

David A. Sawicki

2020.04.16

06:58:16-04'00'

David A. Sawicki
Executive Director
Office of the State Traffic Administration

Enclosure

Copy to: Mr. Michael M. Yeosock, P.E. - myeosock@norwalkct.org
Mr. William D. Ireland - wireland@norwalkct.org
Mr. Luke Mauro, P.E. - lmauro@langan.com - original to be mailed
Mr. Douglas Adams - douglas.adams@ggp.com



INSTR # 2020004486
VOL 8994 PG 267
RECORDED 04/27/2020 10:11:33 AM
RICHARD A. MCQUAID
TOWN CLERK NORWALK CT

An Equal Opportunity Employer
Printed on Recycled or Recovered Paper



Date: June 4, 2020

To: Ms. Deborah Brancato, Carmody Torrance Sandak & Hennessey LLP

From: Mitchell Wiest, LEP, Roux Associates, Inc.

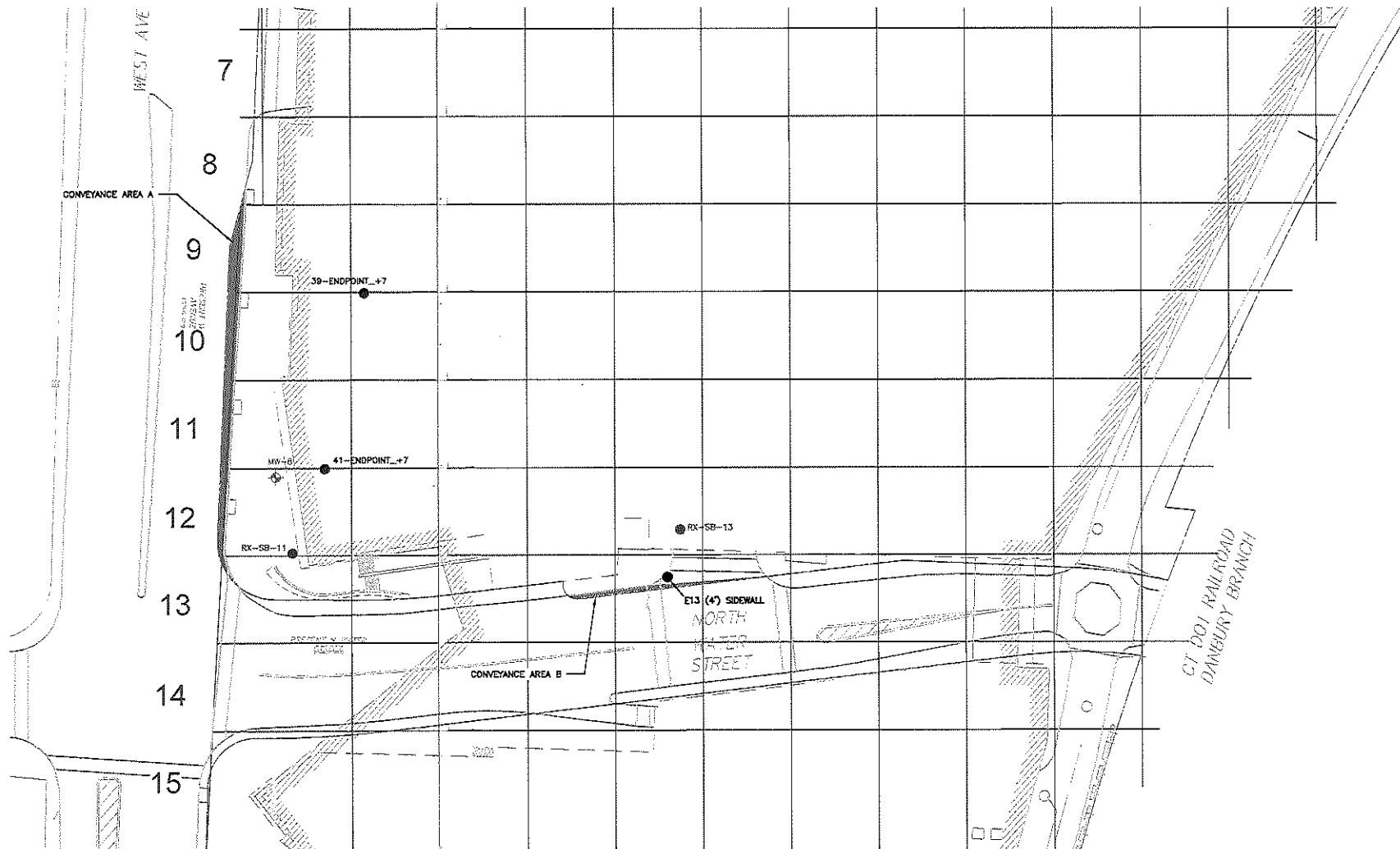
CC: James Adams, Brookfield Properties
Frank Cherena, Roux Environmental Engineering and Geology, D.P.C.
Jeff Wills, Roux Environmental Engineering and Geology, D.P.C.
Kelly Webb, Webb Enviro

Subject: Conveyance Areas – The SoNo Collection, 100 - 101 North Water Street, Norwalk Connecticut

Roux Associates Inc. (Roux), on behalf of Norwalk Land Development LLC, c/o Brookfield Properties, has prepared this memorandum at the request of Carmody Torrance Sandak & Hennessey LLP to describe the results of soil samples collected near two portions of the property (Conveyance Area A and Conveyance Area B) that are planned to be conveyed to the City of Norwalk. Conveyance Areas A and B as well as soil samples near the areas to be conveyed are shown in Plate 1 (attached). Please note, soil samples discussed herein were not collected directly within the Conveyance Areas and as a result were reviewed to provide a screening level evaluation of the soil conditions that likely exist within the Conveyance Areas. These samples are a combination of pre-remediation investigation soil samples and post-remediation confirmation soil samples. Endpoint and Sidewall (i.e., post remediation) soil samples were collected within the top four to seven feet below land surface (bls). Pre-remediation investigation soil samples were collected within the top two feet and at fifteen to seventeen feet bls. There were no detections above applicable Connecticut Department of Energy and Environmental Protection (CT DEEP) Remediation Standard Regulations (RSR) criteria (GB Pollutant Mobility Criteria or Industrial/Commercial Direct Exposure Criteria) at these locations at the depths sampled. Additionally, these Conveyance Areas are currently covered with a combination of asphalt and concrete sidewalk installed as part of site development in accordance with the Remedial Action Plan (RAP) prepared for the site. The asphalt and concrete sidewalk render any potential impacted soil in these Conveyance Areas, if any, inaccessible (as defined in RCSA Section 22a-133k-1-3).

Attachments

1. Conveyance Area Plan



LEGEND

- 41-ENDPOINT...+7 ● LOCATION AND DESIGNATION OF ENDPOINT SAMPLE
- ET13 (4') SIDEWALL ● LOCATION AND DESIGNATION OF SIDEWALL SAMPLE
- RX-SB-11 ● LOCATION AND DESIGNATION OF SOIL BORING
- MW-B ● LOCATION AND DESIGNATION OF SOIL BORING/MONITORING WELL

Title:			
SAMPLE LOCATIONS AND CONVEYANCE AREAS			
THE SONO COLLECTION 1 PUTNAM AVENUE AND 53 WEST AVENUE NORWALK, CONNECTICUT			
Prepared for:			
NORWALK LAND DEVELOPMENT			
ROUX	Compiled by: J.W.	Date: 27MAY20	PLATE 1
	Prepared by: G.M.	Scale: AS SHOWN	
	Project Mgr: J.W.	Project: 1287.000SY000	
	File: 1287.000SY165.01.DWG		

7. Authorize the Mayor, Harry W. Rilling, to execute a right of access and entry agreement with Yankee Gas Services Company - DBA Eversource Energy - to use the property located at 102 New Canaan Ave for the flare location as part of the activation of a 12" steel gas main located on Rt. 123.
- 8a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$2,749,668.00.

Account No. 09 20 4021 5777 C0318
09 20 4120 5777 C0649
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

- 8b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with The Grasso Companies, LLC for Project RD2020-1 Concrete, Curbs and Sidewalks in various locations for a sum not to exceed \$274,966.80.

Account No. 09 20 4120 5777 C0649
09 20 4021 5777 C0318
09 20 4021 5777 C0021
09 21 4120 5777 C0649
09 21 4021 5777 C0318
09 21 4021 5777 C0021

- 9a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the conveyance of the following land from Norwalk Land Development, LLC to the City of Norwalk at no cost subject to a release of mortgage(s) encumbering said land:

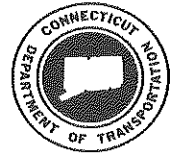
1. Certain piece or parcel is identified as "Conveyance Area A" having an area of 1,263±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc;
2. Said piece or parcel of property is identified as "Conveyance Area B" having an area of 237±S.F. as shown on map entitled "Right of Way Survey City of Norwalk Map Showing Land Acquired from Norwalk Land Development, LLC by the City of Norwalk" dated November 2019 prepared by Langan CT, Inc.

- 9b. Referral of item 9a to the Planning Commission for a Report and Recommended Action pursuant to Conn. Gen. Stat. §8-24.
10. Authorize the Mayor, Harry W. Rilling to concur with Project Authorization Letter for State Project 0102-0350 Norwalk River Valley Trail – Phase 2 and to provide a demand deposit of \$40,062 to the State of Connecticut.

Account No. 09 16 4021 5777 C0407



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: 860-594-3150

June 29, 2020

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856-5125

Dear Mayor Rilling:

Subject: **Project Authorization Letter**
Norwalk River Valley Trail – Phase 2
State Project No. 0102-0350
Federal-Aid Project No. PEDS (222)CN
DUNS No. 022716620
Master Agreement No. 11.29-02(12)
CORE ID No. 13DOT0237AA
City of Norwalk

On April 25, 2013, the State of Connecticut Department of Transportation (DOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The Construction Project is for the extension of the existing Norwalk River Trail beginning 200 feet north of Union Park South and running along the Route 7 northbound off-ramp and extending along Riverside Avenue to the intersection with New Canaan Avenue for approximately 3,300 feet.

Funding for the Construction Project is provided under the Surface Transportation Program – Bridgeport and Transportation Alternative Program - Bridgeport with a funding ratio of eighty percent (80%) Federal, and twenty percent (20%) Municipal. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is Two Million Two Hundred Seven Thousand Three Hundred Forty-nine Dollars (\$2,207,349). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit in the amount of Forty Thousand Sixty-two Dollars (\$40,062) is due to the DOT. The Municipality will receive an invoice for the Demand Deposit

from the DOT's Revenue Accounting unit once the Written Acknowledgement of the PAL is received by the DOT.

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Construction Project upon completion of the project, to the satisfaction of the DOT and Federal Highway Administration.

This Construction Project has been assigned a DBE goal of five percent (5%) for construction and a goal of zero percent (0%) for Consultant Inspection Activities. The Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after an Authorization to Award Notice has been received from the DOT.

Please indicate your concurrence with the PAL by signing below on or before July 24, 2020 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the DOT Project Manager by hard copy, facsimile, or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Sebastian A. Cannamela, at (860) 594-2698.

Very truly yours,

 Scott Hill, P.E.
2020.06.29
16:07:30-04'00'

Scott A. Hill, PE
Assistant Chief Engineer
Bureau of Engineering and Construction

Enclosure

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: _____
The Honorable Harry W. Rilling
Mayor

Date _____

PAL ATTACHMENT
STATE PROJECT NO. 0102-0350
FEDERAL-AID PROJECT NO. PEDS(222)
ESTIMATED CONSTRUCTION COSTS

A. Contract Items and Contingencies.....	\$ 2,759,186
B. Incidentals to Construction – Municipal Services.....	\$ 0
C. Incidentals to Construction – Municipal Design Services During Construction.	\$ 0
D. Extra Work Allowance – Municipal Services (+/-10% of B).....	\$ 0
E. Total Municipal Cost (A+B+C+D)	\$ 2,759,186
F. Incidentals to Construction – DOT Materials Testing	\$ 50,167
G. Incidentals to Construction – DOT Administrative Oversight.....	\$ 128,433
H. Incidentals to Construction – DOT Audits	\$ 3,500
I. Extra Work Allowance by DOT Forces (+/-10% of [F+G+H])	\$ 18,210
J. Total Incidentals to Construction – DOT (F+G+H+I).....	\$ 200,310
K. Total Construction Cost – Participating (E+J).....	\$ 2,959,496
L. Federal Proportionate Share of the Total Construction Cost (80%* of K).....	\$ 2,367,597
M. State Proportionate Share of the Total Construction Cost (0%* of K)	\$ 0
N. Maximum Amount of Reimbursement to the Municipality (80%* of E)	\$ 2,207,349
O. Demand Deposit Required from the Municipality (20%* of J)	\$ 40,062



CITY OF NORWALK
Chris Torre
Superintendent of Operations
ctorre@norwalkct.org
P: 203-854-3203 / F: 203-854-3224
15 South Smith Street
Norwalk, CT 06855

To: City of Norwalk, Department of Public Works Committee

From: Chris Torre, Superintendent of Operations

CC: Anthony Carr, Chief of Public Works and Operations
Joel Grant, Fleet Manager
Ralph Kolb, Senior Environmental Engineer

Date: July 2, 2020

Re: Authorize the purchase of a 2020 Vactor 2100 Plus Vacuum truck

Resolution:

Authorize the Purchasing Agent to issue a purchase order to C.N Wood of Connecticut, LLC, for the purchase of one (1) Vactor 2100 Plus Vacuum truck not to exceed \$537,342.80.

Account # 09-21-4031-5777-C0313



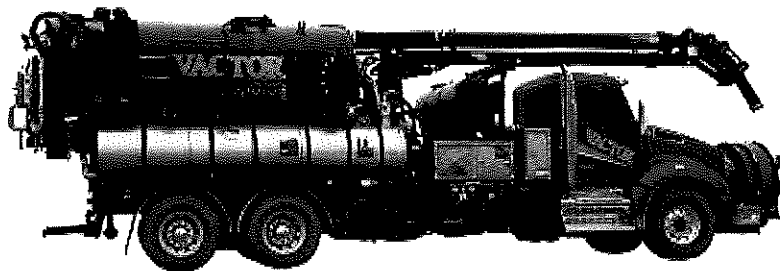
CONTRACTORS' EQUIPMENT

25 Bernhard Road North Haven CT 06473 Ph:203 848-6735 Fx:203 848-6734

June 29, 2020

Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum Recycler System Mounted on a Heavy Duty Truck Chassis

for

**CITY OF NORWALK
DPW
NORWALK, CT**

**SOURCEWELL CONTRACT NO. 122017-FSC
MATURITY DATE: 2/20/2022**

Ron Cookish
Tel:

PRODUCT DESCRIPTION

- 2100i with Roots 824-18" Hg. Blower, 12 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control

- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications

ADDITIONAL FEATURES

- Roots 824-18" Hg. Blower
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- Telescopic Boom Elbow, Nickel Plated
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- **WATER RECYCLER**
- Fresh Water Electric Recirculation System
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Externally Mounted Trash Pump w/Screen
- Full Rear Door Swinging Screen
- 6" Decant System w/Knive Valve, Curbside
- Additional Water, Water and Debris Tanks Joined
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 8" Pipe
- Folding Pipe Rack, Streetside, 8" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Air Purge
- Hot Shift Blower Drive
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, Telescoping Boom
- Anti Splash Valve
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Automatic Hose Level Wind Guide, Indexing
- High alloy stainless steel water barrel designed to improve water barrel life in application where harsh water is used
- 2 High Pressured Hose Reels
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED
- LED Mid-Ship Turn Signals
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Toolbox, Behind Cab
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d

- Camera System, Front and Rear
- Safety Cone Storage Rack - Drop in Style
- Additional Safety Cone Storage Rack - Drop in Style
- Debris Body Level Indicator
- Digital Grey Water Level Indicator
- Blower High Temperature Safety Shutdown
- (1) 8" x 3' Aluminum Vacuum Tube
- (4) 8" x 5' Aluminum Vacuum Tube
- (6) 8" Quick Clamp Assembly
- (1) 8" Adjustable Air Adapter
- (2) 3" Y-Strainer Screen
- (1) Flexible Hose Guide
- 1 Printed Full Vactor Manual
- Vactor Standard Manual and USB Version - 1 + Dealer

Chassis Source – LOCAL SUPPLIED / GABRIELLI TRUCK SALES
Module Paint Match Cab – No VACTOR BLUE
Module Paint Color – VACTOR BLUE
Module Paint Color Code – VACTOR BLUE
Cab Color - White
Cab Color Code - P9188 MACK WHITE

MODULE FACTORY LIST PRICE TOTAL: \$469,136.91

SOURCEWELL CONTRACT PRICING:

MODULE LIST PRICE:	\$ 469,136.91
SOURCEWELL DISCOUNT – LESS 3% (MODULE ONLY)	(14,074.11)
LOCAL DEALER ADDITIONAL DISCOUNT	(59,000.00)
LOCAL SUPPLIED CHASSIS – PASS THRU PER SOURCEWELL	139,000.00
LOCAL DEALER COSTS – FREIGHT,PDI,TRAINING	<u>2,280.00</u>
NET DELIVERED PRICE	\$ 537,342.80

PLEASE CONTACT US WITH ANY QUESTIONS REGARDING THIS QUOTE.

Sincerely,

Ron Cookish

Ron Cookish
Sales
Cell: (203) 823-3404

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to

any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

CHOICE OF LAW: These terms and conditions shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Date: _____

LANDTECH

Civil / Site Engineering · Site Planning
 Environmental Science & Engineering
 Landscape Architecture · Land Surveying
 Permit Coordination & Management
 Construction Management & Financing

CONSULTING CONTRACT ADDENDUM

SITE LOCATION:

81 West Rocks Road
 Norwalk, CT

DATE: July 1, 2020

CLIENT INFORMATION:

Name: Mr. Nick Roberts, Director Recreation and Parks
Address: 125 East Avenue
 Norwalk, CT 06851

The contract dated January 10, 2019, covered all materials needed in order to receive approvals with the City of Norwalk. This contract did not include a boundary survey. We were able to use information from projects in the vicinity as well as maps on the land records to determine an approximate boundary.

This contract addendum has been prepared to cover the following tasks not included in January 10, 2019 contract. LandTech proposes to perform the following professional services (work items):

20.1 – Survey - \$17,500

Prepare Class A2 property/boundary survey of the approximately 15 acres site at 81 West Rocks Road. Set benchmarks and provide control for contractor.

20.6 – Construction Administration – \$14,800 (not to exceed)

Construction Administration shall be billed based on actual time spent in accordance with the rates provided in the “Fee Schedule” (Attachment B) attached to the January 10, 2019 contract.

LandTech will provide review and response of RFI’s, submittals, site meetings with contractor and inspections.

Client agrees that the late payment charge provided for in the “Standard Conditions”, Attachment C, are incorporated by reference including the finance charge of 1 ½% per month for invoices not paid when due.

ACCEPTENCE: Your Consulting Contract is hereby accepted subject to: the terms and conditions stated above and the Standard Conditions referenced in the original contract dated January 10, 2019 and you are authorized to proceed with the work.

**OFFERED
 LANDTECH**

ACCEPTED

By:



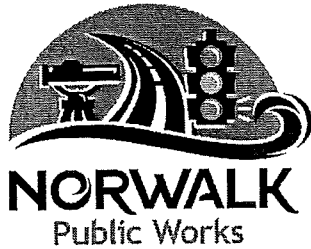
Andy Soumelidis, PE

Date: July 1, 2020

By:

Nick Roberts, CPRP

Date:



CITY OF NORWALK
Vanessa Valadares, PE
Principal Engineer
Vvaladares@norwalkct.org
norwalkct.org
P: 203-854-7902 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125

MEMORANDUM

To: Nick Roberts – Director of Recreation and Parks

From: Vanessa Valadares, P.E. – Principal Engineer

RE: RNP2020-2 West Rocks Middle School Proposed Soccer Field Complex

Date: July 1, 2020

On June 30, 2020 a bid opening was held for project RNP2020-2 West Rocks Middle School Proposed Soccer Field Complex. H.I. Stone & Son, Inc. was the apparent low bidder. Department of Public Works recommends adding the following items to the July 8, 2020 Recreation and Parks Committee Meeting.

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with H.I. Stone & Son, Inc. for Project RNP2020-2 West Rocks Middle School Proposed Soccer Field Complex for a sum not to exceed \$1,026,000.00 (Base Bid), \$236,000.00 (Lighting and Parking Lot Alternate), \$279,000.00 (Concession Stand Alternate), \$131,000.00 (Terraced Seat Wall Alternate), and \$30,000.00 (Safety Netting Alternate).

Account No. 0920 6030 5777 C0631
0921 6030 5777 C0631

- b. Authorize the Director of Recreation and Parks to execute Orders on Contract with H.I. Stone & Son, Inc. for Project RNP2020-2 West Rocks Middle School Proposed Soccer Field Complex for a sum not to exceed \$170,200.00.

Account No. 0920 6030 5777 C0631
0921 6030 5777 C0631



C.N. WOOD of CONNECTICUT, LLC

ENVIRONMENTAL MAINTENANCE EQUIPMENT

July 2, 2020

City of Norwalk
DPW
Parks Department
Norwalk, CT

Reference: TRACKLESS MUNICIPAL TRACTOR – Comm. Of Massachusetts FAC88 State Bid

We are pleased to quote you on the following as per the above referenced state bid:

ONE – New TRACKLESS Model MT7 Four Wheel Drive Articulated Municipal Tractor complete with a John Deere 4045T Tier 4F engine, hydrostatic drive, Dana 60 axles, enclosed ROPS cab, radial tires, hydraulics front and rear, front PTO with quick hitch, and balance complete including the following and as per standard specifications:

-air ride seat with seatbelt-air conditioning-reversing fan-extra pump/valve-joystick with FNR switch-AM/FM/CD radio
-front intermittent wiper & washer / rear wiper & washer-license plate bracket-FMVSS108 DOT lighting with stop /turn / tail / reverse lights-battery disconnect switch-back up alarm-12V power outlet-outside mirrors R/L-lockable cab door with sliding window-two stage air cleaner-residential muffler-full dash with instrumentation-ride control-five way V plow.

FAC88 STATE BID PRICE:.....\$ 130,955.00

Please contact us if there are any questions regarding this quote.

Sincerely,

Ron Cookish

Ron Cookish
Sales

Mailing Address:

25 Bernhard Road ● North Haven, CT 06473

Office: (203) 848 – 6735 ● Fax: (203) 848 – 6734



M.E. O'BRIEN & SONS, INC.
17 Trotter Drive - P O Box 718 / Medway MA 02053
508-359-4200 (phone) / 508-533-6342 (fax)
SDO Certified WBE (MA Only)

QUOTATION

Date: July 2, 2020

Page 1 of 2

Job: Tracey School

Location: Norwalk, CT

Salesman: Peter Wallace, CPSI / Phone: 508-906-1628 / Fax: 203-805-4265
Peter_Wallace@obrienandsons.com

Attention: Ken Hughes / khughes@norwalkct.org

We are pleased to offer our quotation on the following for the above subject job:

CT STATE CONTRACT 2020 PRICING / CONTRACT #17PSX0081

<u>QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	<u>Play Equipment by Landscape Structures, Inc. - Drawing #MEO19673</u> Ne LSI PlayBooster with 7-post NetPlex attached.	\$76,140 less 5% \$72,333.00
250	<u>Engineered Woodfiber Safety Surfacing.</u> Cu/yds of material for 6,000 sq/ft, 12" deep in new structure area and 3" top coat in balance of play area	\$6,665.00
	<u>Installation Services - Scope of Work:</u> • Remove and dispose of existing structure (section prior to 2012) and concrete footings • Remove and dispose of concrete pad and tiles • Receive and offload new equipment delivery • Layout and augur holes • Install new equipment, pour concrete footings • Spread 250 cu/yds of woodfiber	\$40,200.00
Total Project Price		<u>\$119,198.00</u>

SEE IMPORTANT NOTES ON PAGE 2.

Re: Tracey School

Page 2 of 2

Norwalk, CT
July 2, 2020

****PLEASE READ – IMPORTANT NOTES – PLEASE READ****

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2020, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include sales tax.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Standard manufacturer's design, colors, specifications, and construction apply.
- If ordered, inspect entire delivery carefully, making note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Surfacing products are NOT returnable.
- Our terms are: net 30 days.
- Allow 4 to 6 weeks for delivery of materials after receipt of order and architectural approval if required. Installation to take place as soon as possible after receipt of materials and according to installer's schedule; prevailing wage rates do not apply unless otherwise noted.

*If we can be of further assistance, please do not hesitate to contact us.
Thank you!*

SOLE SOURCE PROCUREMENT REQUEST

Date - 7/1/20

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

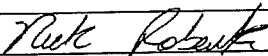
Purchase and installation of Playground Equipment at Tracey Playground

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☒ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

All of the current parks playground equipment are manufactured by the vendor Landscape Structures to which ME O'Brien is the sole provider in the Northeast. Utilizing the same type of equipment not only provides a cohesive look systemwide but also allows us to stockpile and use interchangeable parts for repairs.



Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports ☐ Does not support ☐ Supports ☐ Does not support

Sharon Conners

This request for a sole source purchase
Digitally signed by Sharon Conners
Date: 2020.07.02 14:32:14 -04'00'

Signature

Signature



M.E. O'BRIEN & SONS, INC.
17 Trotter Drive - P O Box 718 / Medway MA 02053
508-359-4200 (phone) / 508-533-6342 (fax)
SDO Certified WBE (MA Only)

REVISED QUOTATION

Date: July 2, 2020

Page 1 of 2

Job: Silvermine Elementary School

Location: Norwalk, CT

Salesman: Peter Wallace, CPSI / Phone: 508-906-1628 / Fax: 203-805-4265
Peter_Wallace@obrienandsons.com

Attention: Ken Hughes / khughes@norwalkct.org

We are pleased to offer our quotation on the following for the above subject job:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
CT STATE CONTRACT DAS PRICING 17PSX0081		
A. <u>Play Equipment</u>		
1	Landscape Structures, Inc. #MEO19769	
1	Composite PlayBooster Structure	
1	Single Post Swing Set w/ (4) belt seats	
1	#214443A Goblet Drum	
1	#214445A Kettle Drum	
	Total All Landscape Structures, Inc. Product	\$97,780 Less 5% = \$92,891.00
	*Global Motion is not included in this quote	
	*Free Shipping is included (per state contract)	
B. <u>Engineered Woodfiber Safety Surfacing</u>		
	3,400 sq/ft, 12" deep, 170 cubic yards	\$3,842.00
	*Note: PO for wood fiber needs to be sent directly to Dunning Industries	
	C. <u>Installation Services:</u>	\$51,250.00
	• Removal & disposal of existing structure • Excavate play area 12" deep, dispose of material offsite • Receive and offload play equipment delivery • Layout and augur holes • Install equipment and pour concrete footings • Spread engineered wood fiber • Repair damage to soil areas	
	Total Project Price	<u>\$147,983.00</u>
	PO to M.E. O'Brien	\$144,141.00
	PO to Dunning Industries	\$3,842.00

Continued...

Re: Silvermine Elementary School

Page 2 of 2

Norwalk, CT
July 2, 2020

Date: _____ Signature of Approval: _____
PO# (if any): _____ Printed Name: _____
Tax Exempt ID #: _____ Total Amount \$: _____
Bill to name/dept: _____
Bill to address: _____
Ship to name/dept: _____
Ship to address: _____
24-hr. before delivery Contact Name & Phone #: _____
Check box for items to ship as soon as they are ready (approx 4-6 weeks) ☐ ASAP
or Fill in date if wanted later than 4-6 weeks: _____

****PLEASE READ – IMPORTANT NOTES – PLEASE READ****

- Quote is based on information at the time of bid/request. Any changes, updates, addenda, etc. may require quote to be revised.
- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2020, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include off-loading, lift-gate (lift-gate is an additional charge) or inside delivery.
- Prices do NOT include sales tax, resilient surfacing, assembly or installation.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Prices do NOT include cost for electrical cut outs or staining of tongue and groove roof decking unless otherwise noted.
- E3 engineered drawings are not site specific. If site specific engineered drawings are required, a soil test must be provided by the customer prior to requesting E3 engineered drawings.
- Standard manufacturer's design, colors, specifications, and construction apply.
- If ordered, inspect entire delivery carefully, making note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Custom products are NOT returnable.
- Our terms are: to be arranged – 1st order requires 50% deposit & execution of credit application.
- Allow 4 to 6 weeks for delivery of materials after receipt of order & architectural approval if required.

If we can be of further assistance, please do not hesitate to contact us. Thank you!

SOLE SOURCE PROCUREMENT REQUEST

Date - 7/1/20

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

Purchase and installation of Playground Equipment at Silvermine Playground

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☒ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

All of the current parks playground equipment are manufactured by the vendor Landscape Structures to which ME O'Brien is the sole provider in the Northeast. Utilizing the same type of equipment not only provides a cohesive look systemwide but also allows us to stockpile and use interchangeable parts for repairs.

Mark Roberts

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

Sharon Conners

This request for a sole source purchase
Digitally signed by Sharon Conners
Date: 2020.07.02 14:29:03 -04'00'

Signature

Signature

PRICING PROPOSAL

July 2, 2020



PRICING PROPOSAL

FieldTurf USA, Inc. is pleased to present the following proposal. Prices are based on the Capital Region Education Council (CREC) program. CREC provides pre-determined, preferential pricing through approved vendors. Since the products have already been bid at the national level, individual owners do not have to duplicate the formal bid process. Per AEPA IFB #016-Synthetic Turf

Field Name: West Rocks School

Turf System: FieldTurf Vertex Prime FTVTP 50

Square Footage: 91,800

Field Markings: Soccer

Price: \$ 443,088.00

	Description	Quantity	Units	Unit Price	Total
	Synthetic Turf				
1	FieldTurf Vertex Prime 2"	91,800	SF	\$4.3000000	\$394,740.00
2	Coolplay infill	91,800	SF	\$0.5100000	\$46,818.00
3	Inlaid Soccer Markings	2	EA	\$7,140.00	donated
4	Gmax Testing (1) Test at Install	1	EA	\$1,530.00	<u>\$1,530.00</u>
4	Subtotal Project				\$443,088.00



7445 Côte-de-Liesse Road Suite 200, Montreal, QC, Canada H4T 1G2 • Toll Free: 1-800-724-2969

PRICING PROPOSAL

The FieldTurf Quality Guarantee

To achieve unmatched quality and level of performance, we have invested heavily in modernizing our plants with the latest fiber manufacturing, coating and tufting technologies along with top manufacturing talent, and specialized installation equipment. Our dedicated CAD-based design department supports customization for each client, and our experts ensure timely delivery and installation on every project.

The world leader in artificial turf innovation is ISO 9001, ISO 14001 and OHSAS 18001 certified for its leadership in quality, environment and safety management systems. FieldTurf's Calhoun facility represents the only artificial turf manufacturing operation in North America to have received these ISO certifications.

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

Price Includes:

- a) Installation of the artificial in-filled grass surface upon a suitable base
- b) Infill recipe of 0.6 lbs of Coolplay / 2 lbs cryogenic rubber / 3.65 lbs of sand
- c) (2) inlaid soccer lines
- d) An 8 year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface

Price does not Include:

- a) The base upon which the FieldTurf field will be placed. FieldTurf shall not be responsible for the planarity, the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) The supply or installation of the field edging.
- d) The supply of manholes or clean-outs or grates, or supply of the manhole covers.
- e) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- f) Site security.
- g) Grooming equipment
- h) Small vehicle to tow FieldTurf maintenance equipment.
- i) All applicable taxes, bonding fees, prevailing wages, union labor or other labor law levies.

Please feel free to reach out to any member of our project team with questions about our offer:

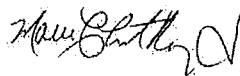
Sacha De Rubeis
Project Manager
514-375-3579
Sacha.DeRubeis@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@fieldturf.com

PRICING PROPOSAL

Thank you again for your interest in FieldTurf, we look forward to working with you.

Per



Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. /FieldTurf, Inc.

Conditions

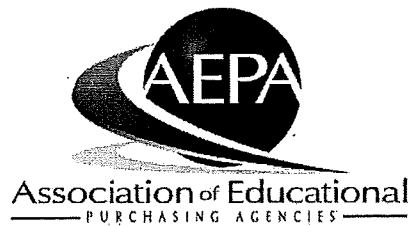
Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) remaining balance upon substantial completion of FieldTurf's obligations
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punchlist items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

PRICING PROPOSAL

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The price of the base preparation is subject to increase in the event FieldTurf encounters any of the following site conditions: soil contamination; bedrock; unknown utilities; underground springs; unstable or unsuitable ground; and any concealed or unknown conditions.

Please contact Eric Fisher if you have any questions or require additional information regarding FieldTurf's SmartBuy Cooperative Purchasing Program. 888-209-0065, ext. 246 or via e-mail at eric.fisher@fieldturf.com. Be sure to visit our website at www.fieldturf.com



SOLE SOURCE PROCUREMENT REQUEST

Date - 7/1/20

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a **Procurement Request Form** and complete specifications.

Purchase and installation of Field Turf at West Rocks Middle School Soccer Complex

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☒ The compatibility of equipment is of paramount consideration.
- ☒ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☐ Other, please explain -

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

All of the City's current turf fields have been purchased through, and installed, by the vendor
Field Turf USA Inc. The company is the sole provider of this particular turf in the Northeast and in on the
States Co-Op List which lowers the costs of procuring goods or services that multiple entities commonly
need and use. Utilizing the same vendor and material also provide the additional benefit of having
extra material on hand for repairs and utilizing the same equipment for maintenance throughout the
system

Pack Robb
Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Sharon Conners

Digitally signed by Sharon Conners
Date: 2020.07.02 14:24:29 -04'00'

Signature

Signature



NORWALK PUBLIC SCHOOLS

125 East Avenue · PO Box 6001

Norwalk, CT 06852-6001

Office: (203) 854-4063

communications@norwalk.k12.ct.us

Thomas Hamilton

Chief Financial Officer

DATE: June 25, 2020

TO: The Members of the Land Use and Building Management Committee

FROM: Thomas Hamilton, Chief Financial Officer

RE: School Bus Depot Sublease Agreement

The District's five-year transportation contract with First Student for Type I and Type II school buses expires on June 30, 2020. On December 19, 2019 the District issued an RFP for transportation services for the five-year period beginning July 1, 2020. The last time that the District issued an RFP for transportation services, contractors were required to locate and secure their own bus depot location. This was recognized as a serious impediment to fostering strong competition from interested vendors, because bus depot sites in Norwalk are difficult to find, especially in the relatively short window afforded during a bidding situation.

In December of 2017, Norwalk Public Schools and the City of Norwalk entered into a long-term lease for the current depot at 332-334 Wilson Avenue at a substantial savings from the lease costs that had been passed onto the District under the prior arrangement. Moreover, by having the District and City lease a site and make it available to any prospective bidder, we were confident that this would foster greater competition when we solicited transportation proposals. The number and competitiveness of the proposals we received this year for transportation services validates the decision made several years ago to directly lease the bus depot location.

The proposals that the District received indicated that there is strong interest among qualified transportation vendors to serve as Norwalk's transportation provider. Two of the proposers (our incumbent, First Student, and Durham School Services) proposed pricing for next year that was lower than the amount we are being charged in 2019-20 under the expiring contract. Durham School Services submitted the lowest cost proposal at a FY 2020-21 savings of \$407,603 or 7% below our current daily rate. Durham's proposal is also approximately \$200,000 less than the proposal submitted by First Student for FY 2020-21, and generates savings of \$788,000 over the next five-years. Based on the strong proposal submission from Durham, the NPS Board approved a five-year transportation contract with Durham School Services, for the period beginning July 1, 2020. As part of this contract, I would add that for the first time the District is moving to a propane-fueled bus fleet, in order to substantially reduce diesel pollution and particulates that present a known health hazard to children and adults in our community.

While the transportation contract itself falls under the purview of the Board of Education, because the lease of the property at 332-334 Wilson Avenue for the school bus depot involves real property and exceeds a five-year term, the City of Norwalk must be a party to this lease. Moreover, since we anticipated that the transportation vendor could periodically change, there is also a sublease agreement with the transportation provider, and the City is also a party to that sublease. As part of the final new contracts prepared under the auspices of the City Law Department, we need to enter into a new sublease with Durham School Services, pursuant to our master lease agreement with the property owner.

Therefore, we are requesting the following action:

Authorized the Mayor, Harry W. Rilling to enter into a contact with the Board of Education and Durham School Services L.P. to sublease 334 Wilson Avenue for purpose of student transportation services.

TERM SHEET

RE: SUBLEASE OF 334 WILSON AVENUE, NORWALK, CONNECTICUT, BY AND BETWEEN THE CITY OF NORWALK AND NORWALK BOARD OF EDUCATION, AS SUBLANDLORDS, AND DURHAM SCHOOL SERVICES, L.P., AS SUBTENANT. By Law Dept.

.....

Parties: The Sublandlords will be the City of Norwalk and Norwalk Board of Education. Subtenant will be Durham School Services, L.P.

Subleased Premises: 334 Wilson Avenue, Norwalk, Connecticut.

Permissible Use: For performance of School Bus Contract.¹

Term: The term of this Sublease will be July 1, 2020 and be coterminous with the term of the School Bus Contract, as the School Bus Contract may be extended from time to time, unless sooner terminated pursuant to any provision of this Sublease or the Master Lease. The term of the School Bus Contract currently ends on June 30, 2025.

General: Subtenant bound to all obligations of the Sublandlords under the Master Lease except for Carve Outs set forth below. As used here, "Master Lease" means the Lease entered into by and between 332 Wilson Avenue, LLC, as landlord, and the City of Norwalk and Norwalk Board of Education, as tenants, dated December 11, 2017.

Carve-Outs: Consistent with the prior sublease with the prior subtenant, First Student, Inc., the following provisions of the Master Lease were excluded from the Sublease: Section 1.02 (establishing a lease term of 25 years), Section 1.03 (providing the City and Board with two 5 year options to extend the term of the Mater Lease), Article 3 (concerning base and additional rent obligations), Article 6 (responsibility for maintenance and monitoring of underground storage tanks and pre-existing environmental conditions pertaining the prior subtenant, First Student, Inc.), Section 8.03(a) and (b) (concerning pre-existing environmental conditions pertaining the prior subtenant, First Student, Inc.), Article 25 (relating to brokerage fees), Article 26 (concerning subordination in connection with Landlord's mortgage(s) and financing), and Article 34 (relating to Landlord representations).

Taxes and Usage Fees: Notwithstanding the Carve-Outs pertaining to Article 3, Subtenant responsible for paying all real estate taxes and sewer usage fees.

¹ Sublandlords and Subtenant have executed an Agreement For Type and Type II Student Transportation Services pursuant to which Subtenant has agreed to provide school bus transportation services on behalf of the Norwalk Public Schools and the Norwalk Board of Education (the "School Bus Contract"). In furtherance of the School Bus Contract, Sublandlord and Subtenant have agreed to enter into this Sublease for the Subleased Premises to be used and occupied exclusively by Subtenant as a school bus storage, fueling, maintenance and dispatch facility and administrative office in furtherance of the School Bus Contract.

Insurance: As required under Master Lease except Subtenant not permitted to have 1MM deductible permitted to Sublandlords under said Master Lease.

Alterations: Not permitted without written approval of Sublandlords.

Assignment: Not permitted without written approval of Sublandlords.



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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: **BOE - ROTON MIDDLE SCHOOL PORTABLE AIR CONDITIONING AND ELECTRICAL UPGRADES - PHASE 2**

DATE: JUNE 22, 2020

Many of the Norwalk Public Schools are not equipped with Air Conditioning which forces the schools to close in the late spring, summer and early fall when temperatures are too warm for the students and staff. Last year, the Norwalk Public Schools completed the air conditioning of all classrooms located along the perimeter of the building. This year as part of phase two of the project the interior classrooms will be air conditioned. The City Purchasing Department solicited requests for proposal to perform electrical upgrades and air installation installations at Roton Middle School. Three proposals for this work were received. After review of the responses it was determined that Stewart Mechanical Services, Inc. was the lowest and most responsible respondent.

NAME	COST
Stewart Mechanical Services, Inc.	\$394,500
Sal Sabia Electrical Contractors Inc.	\$465,000
Sav-Mor Cooling & Heating, Inc.	\$422,000

1. Review bids for the Roton Middle School Portable Air Conditioning and Electrical Upgrades project and refer the following to the Common Council for action:
 - a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreements with Stewart Mechanical Services, Inc. for the Roton Middle School Portable Air Conditioning and Electrical Upgrade - Phase 2 Project for a total not exceed \$394,000. Funds are available in Acct. #09205010 5777 C0652.**
 - b. **Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$39,400. Funds are available in Acct. #09205010 5777 C0652.**



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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: **BOE - DISTRICT WIDE OIL TANK REPLACEMENT**

DATE: JUNE 22, 2020

Many of the Norwalk Public Schools are heated by oil. Each location served by Oil Heat has an Under Ground Storage Tank for heating oil storage. The useful life of these tanks is 30 years. At many locations the 30 year useful life has been reached and it is now time to replace these tanks. This replacement project will seek reimbursement from the State of Connecticut Office of School Construction Grants.

The City Purchasing Department solicited requests for proposal for the design services for the Underground Storage Tank Replacement. Two proposals for this work were received. After review of the responses it was determined that Salamone & Associates P. C. was the lowest and most responsible respondent.

NAME	COST
Salamone & Associates, P. C.	\$106,670
Silver Petrucelli & Associates	\$168,866

1. Review bids for the district wide oil tank replacement project and refer the following to the Common Council for action:
 - a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreements with Salamone & Associates, P.C. for the Norwalk Public Schools Oil Tank Replacement Project for a total not exceed \$106,670. Funds are available in Acct. #0921 5010 5777 C0789.**
 - b. **Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$10,700. Funds are available in Acct. #0921 5010 5777 C0789.**



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CITY OF NORWALK
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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

RE: JEFFERSON ELEMENTARY SCHOOL – MOVING SERVICES

DATE: JULY 1, 2020

Subsequent to the Board of Education adoption of School Facilities Improvement Plan, the City allocated \$33 million for the renovation as new of Jefferson Elementary School. The renovated Jefferson Elementary School will eliminate the portable classrooms, provide a standalone gymnasium, create a separate bus loop and parent drop area and provide a new healthy learning environment.

As a result of the comprehensive renovation and the temporary housing of the Jefferson Elementary School at the new Ponus Lower School, it will be necessary to move the Jefferson Elementary School materials on multiple occasions. At this time we anticipate a move for the end of the summer of 2020, a move for the fall of 2020 and a final move for the opening of the project for the 2022-23 School Year. As a result of the necessary moves it will be required to employ a moving company to assist in organizing and conducting the various moves.

A bid was publically advertised for moving services and two bids were received by the City Purchasing Department. Attached is a tabulation of various components of the bid unit pricing. After review of the bids and prequalification requirements of the bidders it is our recommendation to approve Precision Placement LLC. In the amount of \$55,230.

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Precision Placement LLC. for the Jefferson Elementary School renovation and improvement project for a total not to exceed \$55,230. Funds are available in Acct. #0919 20 5010 5777 C0619.**
- b. **Authorize the Land Use & Building Management Committee to issue Change Orders on Contract for a total not to exceed \$5,500.**

	QTY	PP	WB		Precision	W.B. Meyer
School Moving Services During Normal Working Hours - Monday - Friday 8AM - 5PM						
Cost of One (1) Vehicle and One (1) Driver - Hourly Rate	104	\$66	\$75	Per Hour	\$6,864	\$7,800
Cost of One (1) Site Supervisor - Hourly Rate	104	\$50	\$50	Per Hour	\$5,200	\$5,200
Cost of One Mover - Hourly Rate	1040	\$34	\$34	Per Hour	\$35,360	\$35,360
School Moving Services During Overtime Hours - Mon - Fri 5:01 PM to 7:59AM, Holidays and						
Cost of One (1) Vehicle and One (1) Driver - Hourly Rate	8	\$76	\$95	Per Hour	\$608	\$760
Cost of One (1) Site Supervisor - Hourly Rate	8	\$61	\$75	Per Hour	\$488	\$600
Cost of One Mover - Hourly Rate	80	\$47	\$51	Per Hour	\$3,760	\$4,080
Moving Supplies						
Legal Tote Boxes - \$Each	500	\$4	\$3	Each	\$2,000	\$1,675
Packing Tape - \$Per Roll	20	\$10	\$3	Per Roll	\$205	\$50
Computer Zip Lock Bages -\$Each	100	\$4	\$2	Each	\$400	\$200
Moving / Identification Labels (500 Per Roll) - \$Per Roll	20	\$14	\$10	Per Roll	\$270	\$200
Mileage						
Mileage	100	0.75	0.25	Per Mile	\$75	\$25
Total					\$55,230	\$55,950



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CITY OF NORWALK
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TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*
RE: PONUS RIDGE SCHOOL – MOVING SERVICES

DATE: JULY 1, 2020 (REVISED JULY 9, 2020)

Subsequent to the Board of Education adoption of School Facilities Improvement Plan, the City allocated \$43 million for the addition and renovation of Ponus Ridge Middle School. The renovated Ponus Ridge School will be the home for a new Pre Kindergarten to 8th Grade Science Technology Engineering Art Math (STEAM) school program.

The existing Ponus Ridge Middle School, consisting of 6th, 7th and 8th grade classes, has a total enrollment of approximately 692 students. Each grade has a total of 9 sections. The existing building is approximately 104,000 square feet. The addition of PK to 5th Grade in 2 sections will increase student enrollment to 1,050 students. The new building addition(s) will be approximately 35,000 square feet. Overall, this project will contribute significantly to the City's efforts to increase school facilities necessary to meet enrollment needs.

As a result of working in an occupied building during construction, phasing is required to keep school operations in progress as well as provide areas for construction to continue. As a result of the phasing, it will be necessary to move existing furniture and equipment on multiple occasions. We completed a move in the summer of 2019 and a move during the Christmas break of 2019. One additional move is required for the summer of 2020.

William B. Meyer, Inc. (Meyer's) is currently under contract with the City for moving services. Meyer's conducts pre-move planning, provides instruction for the teachers and staff, and provides the equipment necessary for moves that require close coordination. Meyer's is also on the State bid list, therefore their services are reimbursable by the State. On March 26, 2019, the Common Council authorized the execution of a contract with Meyer's for \$125,000 (no contingency funds were requested or approved) for move services for which we have a remaining balance of \$13,712.00. We are requesting an additional \$20,000.00 be approved necessary to support our final move this summer.

ACTION REQUESTED:

Authorize the Office of Building Management to increase the Purchase Order with William B. Meyer, Inc. for moving services for the Ponus Ridge School Addition and Alterations project for a total not to exceed \$20,000.00. Acct. #09185010 5777 C0608.



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TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : THE NORWALK MARITIME AQUARIUM

DATE: JUNE 25, 2020

The City of Norwalk is currently under contract with O&G/AP Construction for the Maritime Aquarium Functional Replacement Project on behalf of the State – DOT. As part of the Walk Bridge reconstruction project, the removal of the current IMAX Theater and reconstruction of other Aquarium facilities and exhibits are required. A budget of \$40,000,000 was approved and construction began in December of 2019. The project completion was established for December 20, 2020.

As we proceed with this project, we encountered numerous issues and delays. There has been a great deal of efforts among all parties to manage the delays. On June 10, 2020, project representatives from the Aquarium, DOT, the City and the construction team met to develop an understanding and strategy in moving forward. Attached is my detailed summary of the issues and recommended resolutions thereof.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an amendment to the O&G Industries/AP Construction TMA, A Joint Venture agreement for the Norwalk Maritime Aquarium Functional Replacement Project to provide additional staff support for a total not to exceed \$100,000 and to extend the completion date for the 4D Theater to January 15, 2021 and the Seal Tank to March 19, 2021. Funds are available from the Maritime Aquarium State Functional Replacement account #09194031 5799 C0635



CITY OF NORWALK
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TO : CLAY FOWLER, TMA
JASON PATLIS, TMA
DAVE TRUELSON, TMA
JAMES MASON, DOT
MIKE MENDICK, DOT
LAOISE KING, CITY OF NORWALK
JIM GIULIANO, CSG
MIKE SMALL, CSG
MARNIE LISKA, CSG
TOM WALSH, AP CONSTURCTION

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE : TMA – O&G/AP CONTRACT DISCUSSION

DATE: JUNE 24, 2020

Since the execution of the Guaranteed Maximum Price (GMP) on November 8, 2019 for the Maritime Aquarium Functional Replacement Project, the project team has been working closely to expedite this project. As you know, the Maritime Aquarium building and site are unique in many ways. There are various site constraints, unknown subsurface utilities and abandoned structures, poor structural soil condition, polluted soil and ground water due to tide conditions. The 4D Theater and Seal Tank components of this project also require the support of specialty designers and trade contractors in developing solutions to problems. For the past 7 months, we have encountered a number of issues which resulted in project delays. These issues include:

- difficulty with coordination of submission and approval of submittals;
- delay in the preparation of a dewatering plan and obtaining approval from DEEP and Norwalk WPCA for site dewatering;
- establishment of polluted soil remediation and disposal procedures;

- modification of piling design to accommodate existing condition and to comply with technical requirements;
- the development of a design strategy for and the installation of soil retention around the proposed seal tank as the base of the seal tank is approximately 12 feet below the finish floor of Newman's Hall;
- modification of the structural design of the grade beams and rebar to accommodate conflict with existing building foundation;
- the need to develop alternative solution to subsurface water proofing
- design modification to animal life support equipment below seal tank to address uplift hydro pressure and at the same, prevent from settlement due to poor soil condition.

In addition to these obstacles, we encountered some trade contractor issues as well as project staffing issues. With arrival of Covid-19 and the mandated labor reduction requirements at the manufacturing plant in March, steel deck delivery was interrupted and structural steel fabrication was delayed resulting in a change of steel delivery date from April 21 to June 8.

Since the beginning of the year and with recognition of potential delays, we had various conversations with O&G/AP management them to discuss progress/process, the development of an updated detail schedule and the increase of staffing needs. Additional staffing was provided to manage the submittal process, to prepare an updated schedule and to provide additional management support.

One June 10, 2020, representatives from DOT, Maritime Aquarium and the City of Norwalk met with representatives from O&G/AP to review our current project status, to have a clear understanding of the issues and to establish our positions in moving forward. Although the project is delayed however, we are able to continue to manage this project within our budget. The summary of our understanding from our meeting is as follows:

Projected Completion Date:

The completion date under contracts is December 20, 2020. The current projected completion date is January 15, 2021 for the 4D Theater and March 19, 2021 for the Seal Tank.

Financial Responsibilities:

- additional staffing from beginning of the year is approximately \$160,000. The proposal is for the City share the additional staffing relating to submittal and

management support for \$100,000 but not for additional staffing to develop the updated schedule.

- Extend the completion of the 4D Theater to January 15, 2021 and the Seal Tank to March 19, 2021. This change of completion date will push back the liquidated damage clause of the agreement, however, the City will not have any responsibility on General Condition expenses relating to the time extension.

Expectations:

With the delivery and erection of steel at the 4D Theater, the project team continues to have the energy and commitment in expediting this project. We are focusing on upcoming critical items in order to anticipate and to develop strategies to resolve upcoming issues. The project team has a clear understanding of the financial difficulties that The Maritime Aquarium has ahead of them and that the 4D Theater and the Seal Tank have the ability to contribute significantly to the rejuvenation of attendance as a result of Covid-19. The project team is committed to bring this project in expeditiously.

Based on the presentation and discussions at the meeting, there was general agreement that the proposal will “reset the clock” and reconfirm our commitment to the completion of the project. Please be advised that I will be submitting a request to the Land Use and Building Management Committee of the Norwalk Common Council on July 1, 2020 with a recommendation to amend the GMP with O&G/AP to incorporate the above as terms for the amendment. The Norwalk Common Council is scheduled to approve this Amendment at its July 14, 2020 meeting.

In closing, I would like to thank everyone for your understanding and continued support on this project.

Cc: Mayor Harry W. Rilling
Councilman Livingston, Chairman,
Land Use and Building Management Committee

AGENDAJULY 9TH, 2020CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON**MOTOR VEHICLE**

BENT KIERAN JOHN	18-MV-305681	\$14.82	PRORATION
CAB EAST LLC	18-MV-308634	\$225.96	PRORATION
CRUCITTI SAMANTHA LYNN	18-MV-314930	\$271.10	PRORATION
DELGUIDICE CASSIODORO	18-MV-317050	\$61.77	PRORATION
	18-MV-317051	\$204.24	PRORATION
ELLIS JEREMIAH DANIEL	18-MV-320476	\$932.33	PRORATION
GOMEZ-MEJIA JARVIN NEPTALI	18-MV-405748	\$52.78	PRORATION
RUIZ-FERNANDEZ GUSTAVO G	18-MV-358482	\$49.16	PRORATION
SANCHO-MEONO DANNY J	18-MV-359377	\$32.08	PRORATION
TOYOTA LEASE TRUST	18-MV-366667	\$124.68	PRORATION
	18-MV-366699	\$55.56	PRORATION
	18-MV-366763	\$289.42	PRORATION
	18-MV-366805	\$203.27	PRORATION
	18-MV-366923	\$218.57	PRORATION
	18-MV-367136	\$211.97	PRORATION
WHEELS LT	18-MV-372257	\$203.26	PRORATION

REAL ESTATE

CALGER CHRISTOPHER & SUSAN

84 PARTRICK RD

5-30-7-0

16-RE-103889 \$690.66

OVER/DUP PYMT

AGENDA

JULY 9TH, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
JACOBY SPENCER 115 FILLow ST 5-58-12-15	18-RE-117635 \$1,859.30	OVER/DUP PYMT
MCSPORRAN KATHERINE 104 EAST ROCKS RD 5-14-43-0	16-RE-117565 \$4,677.42	OVER/DUP PYMT
PEDROZA LUCY HAYDA 97 RICHARDS AVE UNIT D16 5-70-78-D16	16-RE-104284 \$2,172.30	OVER/DUP PYMT
RUTKOWSKI ROBERT & KATARZYNA 16 ALVIN DR 5-45-92-0	16-RE-123176 \$4,218.42	OVER/DUP PYMT
TEMPLE LILIA 25 WOODBINE ST 6-32A-7-0	16-RE-126439 \$5,097.52	OVER/DUP PYMT



**CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office**

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125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: July 8, 2020
Re: Narrative for June 2020 Tax Collector's Reports (2 qty)

There are two reports for the month of June, 2020. We are providing information on both the prior fiscal year's levy (2018 grand list), as well as advance collections on what is now the current year's levy (2019 grand list).

As of the end of June, 2020, and the close of our current fiscal year, we had collected more than \$328 million, or **98.43%** of our \$333+ million adjusted tax levy on the 2018 grand list. This falls slightly short (0.17%) of our conservatively budgeted collection rate of 98.6% for FYE 2020. Dealing with the effects of COVID 19 brings home exactly why conservative municipal budgeting is sound policy. As of the end of June, 2020, we collected more than \$16.3 million of our sewer use levy, or **98.51%**. We also collected 86.43% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, we remained slightly behind with regard to taxes (-0.25%) and sewer use collections (-0.38%). With regard to prior years' collections, through June, 2020, we showed a net collection of more than \$3.1 million in back taxes, interest, lien fees and other fees. Down \$400,000 from last month, this figure is net, as we lost some prior year revenue due to recent settlements of court cases initiated by taxpayers who appealed their tax assessments.

The good news is that we also collected in excess of \$10 million in "advance" tax collections during the month of June 2020, representing about 2.88% of the new fiscal year's nearly \$352 million tax levy. This is represented by the second report. In other words, we collected in excess of \$10 million in new taxes even before they were technically "due" on July 1. These bills were mailed beginning on June 18 and we began accepting payments on these bills at the end of May. With a few caveats, most Norwalk taxpayers will have an extended grace period for this collection, and will have until Thursday, October 1, 2020 to pay their July 1 tax installment without interest.

Taxpayers are reminded that in spite of the pandemic, they still can pay their property taxes by mail, over the telephone, online, or in person at one of 13 participating bank branches, or at city hall. Information is available on the tax collector's home page of the city website, www.norwalkct.org/taxcollector. When paying online, they may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only \$0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment and allows for a contact-less transaction.

City Hall remains closed to the public, and we are concluding week #17 of work under COVID 19 restrictions. Our office continues to operate at reduced staff and hours due to physical distancing directives, but we have continued to perform all of our statutory obligations. Our 'tax payment station' on the first floor of City Hall adjacent to the sidewalk has been open since April 28. The window is open Monday through Friday from 9 am – 4:30 pm. Beginning next week, Parks and Rec staff will vacate their window at noon. This will allow a second tax collector's employee to also serve the public at the payment station during the afternoon hours. Lines have been steady and somewhat long due to limited staffing during this collection cycle.

Last month, our office transitioned to a new online and telephone payment provider, Invoice Cloud, with the expectation that their system would provide some enhancements and make online payments easier and more convenient for taxpayers. Also, Invoice Cloud charges only 95 cents for an E Check, while our former provider charged \$1.50. The cost of using a credit card is 2.95% with Invoice Cloud, but since all the charges are borne by the taxpayer using the service, and not by the City, we felt the platform, the payment experience, and the services offered, were better with the new company. There were some issues, as is always expected with these types of transitions, but on the whole the new system appears to be well received.

Our collections, and all of our operations, remain significantly impacted by the closure of the building and the other effects of Covid 19. We have attempted to mitigate the drop in collections and to work around restrictions, including advertising payment options, communicating through the city website and social media, and opening the walk up window.

Were it not for the pandemic, we would now be in the last stages of preparing for our tax sale that was scheduled for July 20. However, on April 1, the state of Connecticut issued an executive order that, among other things, halted tax sales. So for now, our tax sale remains "on hold." Since we began working on the sale in November 2019, 66 accounts have been paid in full, and we have collected just under \$2.5 million on tax sale properties. The planned tax sale has been a significant factor in stabilizing our tax collections, in spite of the effects of the pandemic; were it not for the planned sale, our collections from the prior fiscal year would have been significantly lower. It is still too early to speculate when we might be able to resume work on the sale. We are still communicating with the taxpayers whose properties are involved.

We consider ourselves 'essential' in terms of both function and service. We will continue to update our website with our hours of operation and other matters. I will keep everybody informed, and do whatever is necessary to fulfill our obligations.

**TAX COLLECTOR'S REPORT
JUNE 2020**

FISCAL YEAR 2019-2020 (2018 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 19 - JUN 20	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,298,846.95	\$18,899,047.57	93.10%	\$19,879,593.31	(\$419,253.64)	95.07%
AUTOMOBILE-SUPPLEMENTAL	\$3,411,633.59	\$2,987,125.58	87.56%	\$3,400,025.18	(\$11,608.41)	87.86%
PERSONAL PROPERTY	\$18,801,474.70	\$18,037,532.31	95.94%	\$18,706,007.34	(\$95,467.36)	96.43%
REAL ESTATE	<u>\$292,525,761.66</u>	<u>\$288,176,988.90</u>	<u>98.51%</u>	<u>\$291,356,067.62</u>	<u>(\$1,169,694.04)</u>	<u>98.91%</u>
TOTAL TAX	\$335,037,716.90	\$328,100,694.36	97.93%	\$333,341,693.45	(\$1,696,023.45)	98.43%

SEWER USE	\$16,686,428.00	\$16,334,624.72	97.89%	\$16,582,171.30	(\$104,256.70)	98.51%
IPP FEE	\$203,250.00	\$177,615.84	87.39%	\$205,500.00	\$2,250.00	86.43%

FISCAL YEAR 2018-2019 (2017 GRAND LIST)	ORIGINAL LEVY	JUN 18 - JUN 19				
AUTOMOBILE-REGULAR	\$19,785,892.64	\$18,539,916.30	93.70%	\$19,394,092.40	(\$391,800.24)	95.60%
AUTOMOBILE-SUPPLEMENTAL	\$3,590,970.07	\$3,141,453.37	87.48%	\$3,514,846.44	(\$76,123.63)	89.38%
PERSONAL PROPERTY	\$21,248,718.54	\$20,632,761.24	97.10%	\$21,243,784.64	(\$4,933.90)	97.12%
REAL ESTATE	<u>\$280,979,420.26</u>	<u>\$278,985,152.05</u>	<u>99.29%</u>	<u>\$281,453,258.73</u>	<u>\$473,838.47</u>	<u>99.12%</u>
TOTAL TAX	\$325,605,001.51	\$321,299,282.96	98.68%	\$325,605,982.21	\$980.70	98.68%

SEWER USE	\$15,844,431.00	\$16,091,995.77	101.56%	\$16,272,566.00	\$428,135.00	98.89%
IPP FEE	\$207,250.00	\$182,342.12	87.98%	\$207,000.00	(\$250.00)	88.09%

TAX DIFFERENCE 2018 G.L. vs. 2017 G.L. INCREASE/(DECREASE)	\$9,432,715.39	\$6,801,411.40	-0.75%	\$7,735,711.24	(\$1,697,004.15)	-0.25%
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SEWER DIFFERENCE 2018 G.L. vs. 2017 G.L. INCREASE/(DECREASE)	\$841,997.00	\$242,628.95	-3.67%	\$309,605.30	(\$532,391.70)	-0.38%
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IPP DIFFERENCE 2018 G.L. vs. 2017 G.L. INCREASE/(DECREASE)	(\$4,000.00)	(\$4,726.28)	-0.59%	(\$1,500.00)	\$2,500.00	-1.66%
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BACK TAXES COLLECTED	FISCAL YR 2018-2019 (JUL 19 - JUN 20)	FISCAL YR 2017-2018 (JUL 18 - JUN 19)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$1,210,725.47	\$1,911,269.13	(\$700,543.66)
PRIOR SEWER USE FEE	\$144,336.36	\$268,233.22	(\$123,896.86)
PRIOR IPP FEE	<u>\$12,864.88</u>	<u>\$12,900.03</u>	<u>(\$35.15)</u>
TOTAL PRIOR TAX, SEWER & IPP	\$1,367,926.71	\$2,192,402.38	(\$824,475.67)
CURRENT INTEREST	\$844,174.71	\$841,069.72	\$3,104.99
PRIOR INTEREST	\$732,624.09	\$682,194.46	\$50,429.63
SEWER USE FEE INTEREST	\$86,911.09	\$68,040.57	\$18,870.52
IPP FEE INTEREST	<u>\$6,850.04</u>	<u>\$7,824.00</u>	<u>(\$973.96)</u>
TOTAL INTEREST COLLECTED	\$1,670,559.93	\$1,599,128.75	\$71,431.18
PRIOR LIEN FEE	\$13,634.28	\$11,190.21	\$2,444.07
CURRENT LIEN FEE	<u>\$5,885.97</u>	<u>\$7,689.16</u>	<u>(\$1,803.19)</u>
TOTAL LIEN FEE COLLECTED	\$19,520.25	\$18,879.37	\$640.88
MISC FEES COLLECTED**	\$129,741.39	\$412,883.43	(\$283,142.04)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,187,748.28	\$4,223,293.93	(\$1,035,545.65)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

**TAX COLLECTOR'S REPORT
JUNE 30, 2020
ADVANCE COLLECTIONS**

FISCAL YEAR 2020-2021 (2019 GRAND LIST)		ADJ. TAX COLLECTIONS			
	<u>ORIGINAL LEVY</u>	<u>JUN 2019</u>	<u>COLLECTION %</u>	<u>CORRECTED LEVY*</u>	<u>COLLECTION %</u>
AUTOMOBILE-REGULAR	\$20,760,190.24	\$1,877,238.45	9.04%	\$20,737,776.38	9.05%
PERSONAL PROPERTY	\$20,000,411.00	\$349,816.40	1.75%	\$19,984,661.90	1.75%
REAL ESTATE	<u>\$310,928,205.46</u>	<u>\$7,884,507.94</u>	<u>2.54%</u>	<u>\$310,272,138.14</u>	<u>2.54%</u>
TOTAL	\$351,688,806.70	\$10,111,562.79	2.88%	\$350,994,576.42	2.88%
 SEWER USE FEE	 \$16,883,967.00	 \$341,634.20	 2.02%	 \$16,895,291.00	 2.02%
IPP FEE	\$200,500.00	\$15,250.00	7.61%	\$201,500.00	7.57%
FISCAL YEAR 2019-2020 (2018 GRAND LIST)		<u>JUN 2018</u>			
	<u>ORIGINAL LEVY</u>				
AUTOMOBILE-REGULAR	\$20,298,846.96	\$1,920,525.51	9.46%	\$20,261,980.75	9.48%
PERSONAL PROPERTY	\$18,801,474.70	\$347,987.09	1.85%	\$18,779,061.06	1.85%
REAL ESTATE	<u>\$292,525,761.66</u>	<u>\$7,535,616.95</u>	<u>2.58%</u>	<u>\$291,991,598.54</u>	<u>2.58%</u>
TOTAL	\$331,626,083.32	\$9,804,129.55	2.96%	\$331,032,640.35	2.96%
 SEWER USE FEE	 \$16,686,428.00	 \$366,290.56	 2.20%	 \$16,683,950.00	 2.20%
IPP FEE	\$203,250.00	\$11,000.00	5.41%	\$208,750.00	5.27%
DIFFERENCE 2019 G.L. vs. 2018 G.L. TAX ONLY - INC/(DEC)	<u>\$20,062,723.38</u>	<u>\$307,433.24</u>	<u>-0.08%</u>	<u>\$19,961,936.07</u>	<u>-0.08%</u>
DIFFERENCE 2019 G.L. vs. 2018 G.L. SEWER USE FEE ONLY - INC/(DEC)	<u>\$197,539.00</u>	<u>(\$24,656.36)</u>	<u>-0.17%</u>	<u>\$211,341.00</u>	<u>-0.17%</u>
DIFFERENCE 2019 G.L. vs. 2018 G.L. IPP FEE ONLY - INC/(DEC)	<u>(\$2,750.00)</u>	<u>\$4,250.00</u>	<u>2.19%</u>	<u>(\$7,250.00)</u>	<u>2.30%</u>

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION



CITY OF NORWALK

Craig Schmidt

Risk Manager

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125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

Date: June 29, 2020

To: The Members of the Finance Committee

From: Craig Schmidt, Risk Manager

Regarding: Contract for Workers Compensation Administration Services

The City went out to bid for Workers Compensation Administration Services earlier this year. As background, the City self-insures the costs that workers compensation claims generate. To help ensure that workers compensation claims costs are adjudicated and managed as outlined by the State's Workers Compensation statutes, the City retains the services of a Third Party Administrator. The services that the Third Party Administrator provide include:

- Maintain a system of reporting workers compensation claims;
- Administer and evaluate claims on behalf of the City including Heart & Hypertension claims using licensed claim adjusters, and, if necessary, outside counsel;
- Establish and periodically update financial reserves on each claim;
- Establish relationships with medical providers to help facilitate information flow between the injured worker, City Personnel and Department Personnel;
- Review and process medical payments from medical providers; and,
- Provide loss prevention resources to help promote workplace safety.

The City received acceptable bids from the incumbent as well as three other vendors. The City reviewed the bid submissions utilizing a Selection Committee of City Personnel, City Risk Manager, Board of Education Finance Director and Board of Education Chief Talent Officer. The Selection Committee recommends awarding the contract to the Connecticut Interlocal Risk Management Agency (CIRMA).

We are recommending that the Common Council authorize the Mayor to execute a three year agreement with two one-year options with CIRMA to provide management and administration of the City's Workers Compensation and Heart & Hypertension program for the period of 7/1/2020 to 6/30/2023. The pricing for the term of the contract is:

- Report Only Claims: \$27 per claim
- Medical Only Claims: \$215 per claim
- Indemnity Claims: \$1,175 per claim
- Heart & Hypertension Claims: \$1,175 per claim

Based on the past five years, we will project to have 126 Report Only Claims, 138 Medical Only Claims, 60 Lost Time Claims and 1 Heart & Hypertension Claim for the year forward. Therefore, the estimated annual cost that CIRMA will charge is **\$104,747**, and the three year cost is **\$314,241**.

Report Only:	126 X \$27 per claim = \$3,402;
Medical Only:	138 X \$215 per claim = \$29,670;
Lost Time:	60 X \$1,175 per claim = \$70,500; and,
Heart & Hypertension:	1 X \$1,175 per claim = \$1,175.
<u>ANNUAL TOTAL:</u>	<u>\$104,747</u>

Note the pricing on the proposed is a 5% increase from the expiring contract. I feel that this increase is justified as CIRMA has served the City's account for over twenty years and has not had a price increase since at least 2010. In addition, the pricing for the proposed contract is to remain flat for the three year duration and CIRMA is investing in a claims management system that they feel will provide additional value to the City.

Action Requested: Authorize the Mayor, Harry Rilling, to execute a contract for management and administration of the City's Workers Compensation and Heart & Hypertension Program for the three year period beginning July 1, 2020 and ending June 30, 2023 at a cost per claim based on the following schedule: Report Only Claims - \$27 per claim cost; Medical Only Claims - \$215 per claim cost; Indemnity Claims - \$1,175 per claim cost; and Heart & Hypertension Claims - \$1,175 per claim cost. Total estimate annual cost is **\$104,747** and total estimate three year cost is **\$314,241**. Accounts: 16-1344-5258 and 16-5054-5258.

CITY OF NORWALK
COMMON COUNCIL

RESOLUTION TO AUTHORIZE, ISSUE AND SELL
GENERAL OBLIGATION REFUNDING BONDS

Section 1. General Obligation Refunding Bonds of the City of Norwalk (the “City”) in a principal amount not exceeding \$53,000,000 (hereinafter, the “Bonds”) are hereby authorized to be issued, and the proceeds thereof appropriated, in such amount or in such lesser amount as shall be necessary to refund all or any portion of the City’s outstanding general obligation bonds and Clean Water Fund project loan obligations and interim funding obligations, including, but not limited to, the City’s outstanding General Obligation Refunding Bonds, Issue of 2011, Series A, dated and issued July 1, 2011, the City’s outstanding General Obligation Refunding Bonds, Issue of 2012, Series A, dated and issued July 24, 2012 and the City’s outstanding General Obligation Bonds, Issue of 2015, dated and issued July 16, 2015 (collectively, referred to herein as the “Refunded Bonds”). The proceeds of the Bonds may be expended to fund the escrow account provided for in Section 4 hereof, to pay an underwriter’s discount on the Bonds and to pay all costs of issuance related to the Bonds.

Section 2. The Bonds shall be issued and sold in one or more series, in such principal amounts and in such manner, subject to final approval by the Committee (as defined and described below), as the Mayor and Director of Finance shall determine to be in the best interest of the City. The Mayor and Director of Finance are authorized to determine the Refunded Bonds to be redeemed and the amount, date, interest rates, maturities, redemption provisions, form and other details of the Bonds which shall comply with the requirements set forth in Section 7-370c of the Connecticut General Statutes, as amended. The Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, Comptroller and the Director of Finance, bear the City seal or facsimile thereof, and be approved as to their legality by Shipman & Goodwin LLP, bond counsel to the City. The Bonds shall be general obligations of the City and each of the Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon.

Section 3. The Bonds shall be issued and sold either in a negotiated underwriting or a competitive offering, at such time or times as the Mayor and the Director of Finance shall determine to be the most opportune for the City. If sold in a competitive offering, the Bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the Bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and Director of Finance, subject to final approval by the Committee.

Section 4. The net proceeds from the sale of the Bonds, after payment of underwriter’s discount and other costs of issuance, may be deposited in an irrevocable

escrow account and invested in a portfolio of non-callable direct obligations of, or obligations guaranteed by, the United States of America, including United States Treasury State and Local Government Series ("SLGS") securities, Federal National Mortgage Association ("FNMA") securities and any other securities permitted by Section 7-400 of the Connecticut General Statutes, all of which shall not be callable or prepayable at the option of the issuer thereof ("Government Obligations") in an amount sufficient to pay at maturity, or to redeem at the redemption price prior to maturity, the Refunded Bonds. The Mayor and Director of Finance are authorized to appoint an escrow agent and a verification agent to verify the sufficiency of the Government Obligations and to execute and deliver any and all escrow and related agreements necessary to provide for the payment when due of the principal of and interest on and the redemption premium, if any, the Refunded Bonds.

Section 5. The Mayor and Director of Finance are authorized to prepare and distribute a Preliminary Official Statement and a final Official Statement of the City for use in connection with the offering and sale of the Bonds and are further authorized to execute and deliver a Continuing Disclosure Agreement in connection with the issuance and sale of the Bonds on behalf of the City in such form as they shall deem necessary and appropriate.

Section 6. The Mayor and Director of Finance are authorized to execute and deliver a Tax Certificate and a Tax Compliance Agreement for the Bonds on behalf of the City in such form as they shall deem necessary and appropriate, and to rebate to the United States Treasury such amounts as may be required pursuant to the Tax Certificate and Tax Compliance Agreement for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended.

Section 7. The Bonds, or any portion thereof, may bear interest which is includable in the gross income of holders thereof for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended, as the issuance of such taxable bonds is hereby determined to be in the public interest.

Section 8. The Mayor and Director of Finance are authorized to appoint a certifying, transfer and paying agent and a registrar for the Bonds; and to execute and deliver any and all additional agreements, documents and certificates necessary to effect the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds in accordance with the terms of this resolution.

Section 9. The Common Council hereby delegates to the Mayor and Director of Finance, subject to the final approval of the President of the Common Council, the Majority Leader of the Common Council, the Minority Leader of the Common Council and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the refunding bond of each series to be issued, the annual installments of principal, redemption provisions, if any, other terms, details and particulars of such Bonds, including the rate or rates of interest payable thereon, to make

appointments and execute documents referenced in this resolution and to execute such other agreements, instruments, documents and certificates necessary or desirable for the issuance of the Bonds.

Section 10. This resolution shall be effective until January 1, 2021.