Duncanville City Council
Regular Meeting Agenda
City Council Briefing Room and City Council Chamber
Duncanville City Hall, 203 E. Wheatland Road
Duncanville, TX 75166
(972) 780-5017

Tuesday, July 21, 2026
5:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 5:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To speak during public comments, please complete a comment card and give it to the receptionist before the regular session.

To submit a comment via email the following information is required:
- Submit a comment by 3:00 PM on Tuesday, July 21, 2026.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, July 21, 2026.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. 2026 July, August, and September Calendars

3. BRIEFINGS / PRESENTATIONS

A. Briefing on Trinity River Authority Wastewater Partnership

EXECUTIVE SESSION

A. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 5:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION - Chaplain Kevin Williford

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

A. Mayor’s Report

B. Councilmembers Report

C. City Manager's Report

5. PROCLAMATIONS AND PRESENTATIONS

A. Introduction of Logen Cure, City of Duncanville's First Poet Laureate

B. Letter of Recognition for Duncanville Police Chief Matt Stogner

C. Presentation on the Olden Year Museum

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council’s Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. “Pursuant to Section 551.007 of the Texas Gov’t Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law” At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

7. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A. Consider the minutes for the June 30, 2026, Strategic Planning Workshop and the July 7, 2026, Regular City Council Meeting.

B. Consider a Resolution for appointments to fill vacancies on the Boards and Commissions.

C. Consider a Resolution confirming the Interim City Manager's appointment of

Ronald Wilcots as the Interim Police Chief.

D. Consider a Resolution authorizing the Interim City Manager or Designee to execute Contract No. 26-0003-A with IsLeCo Investments, LLC; MJ Thornton, LLC dba DFWParty2Go; Sorrell's Enterprises, LLC for Parks and Fieldhouse Concession Services.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Take any necessary action as a result of the Executive Session.

B. Consider an Ordinance authorizing the procurement of a new Spartan Quint fire apparatus from Metro Fire Apparatus Specialists, Inc., through the Sourcewell Cooperative Purchasing Agreement, Contract #082025-RVG-4; authorizing an appropriation in the amount of $2,333,528.40 from the unappropriated balance of the One-Time Projects Fund, and authorizing the Interim City Manager to execute the necessary documents.

C. Discussion and consideration of all matters incident and related to the issuance and sale of “City of Duncanville, Texas, Combination Tax and Surplus Revenues Certificates of Obligation, Taxable Series 2026A”; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the city and a pledge of the surplus revenues of the City’s Waterworks and Sewer System; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement

D. Consider a Resolution approving and authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Duncanville, Texas.

E. Consider a Resolution to Establish An Ad Hoc Committee for the Purpose of Reviewing Third Party Requests for Proposals and Making Recommendations to City Council for the Duncanville Fieldhouse

9. STAFF AND BOARD REPORTS

A. Police Department Bi-Annual Update

B. IT Fiber Project Update

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, July 14, 2025 , by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor
City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."

Council Calendar JULY 2026

RED, WHITE & GOALS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2 Zoning Board of Adjustment Briefing Room 6:30 PM	3 World Soccer Watch Party 1:00 PM- 8:00 PM 100 James Collins Blvd.	4 Independence Day Celebration 4:00 PM-10:00PM Lions Club 22nd Annual Independence Day Parade Burleson School Property-Diane and Johnson Ave 9:00 AM
5	6	7 City Council Meeting 6:00 PM (Briefing Room & Council Chambers)	8	9 Community Engagement Advisory Board 6:30 PM Briefing Room Special Meeting Briefing Room 6:00 PM	10	11
12	13 Park Board Meeting 6:30 PM 103 E Wheatland Planning & Zoning Meeting Briefing Room 6:00 PM	14	15	16 TIF Board Meeting Briefing Room 6:00PM	17	18 Duncan Switch 9:00 AM–3:00 PM 100 James Collins Blvd
19	20 Keep Duncanville Beautiful Briefing Room 7:00 PM	21 City Council Meeting 6:00 PM (Briefing Room & Council Chambers)	22	23 Coffee with the Mayor 12:00 PM Senior Center	24 Unveiling of Bill Willborn Street Sign Service Center 11:30 AM	25 2026 Ready for Greatness DFW Back to School Sandra Meadows Memorial Arena 9:00AM- 2:00 PM
26	27 DCEDC Meeting Council Chambers 6:00 PM	28 Arts Commission Meeting 6:30 PM Briefing Room	29	30	31	

Council Calendar August 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4 City Council Meeting 6 PM (Briefing Room & Council Chambers)	5	6 ZBA Meeting Council Briefing Room 7:00 PM Budget Retreat TBD Library Advisory Board 6:30 PM Library Meeting Rooms	7 Legislative Breakfast Methodist Charlton 7:15 AM - 9:00 AM	8
9	10 Park Board Meeting 6:30 PM Senior Center Planning & Zoning Meeting 7:00 PM Council Chambers	11	12	13 Community Engagement Advisory Board Meeting 6:30 PM Briefing Room	14 Legislative Breakfast Methodist Charlton 7:15 AM - 9:00 AM (Duncanville)	15 Duncan Switch 9:00 AM–3:00 PM 100 James Collins Blvd
16	17 Keep Duncanville Beautiful 7:00PM Briefing Room	18 City Council Meeting 6 PM (Briefing Room & Council Chambers)	19	20	21 Legislative Breakfast Methodist Charlton 7:15 AM - 9:00 AM	22
23	24 DCEDC Meeting 6:00 PM Briefing Room	25 Arts & Commissions 6:30 PM Briefing Room	26	27 Coffee with the Mayor 12:00- 1:00 PM Senior Center	28 Legislative Breakfast Methodist Charlton 7:15 AM - 9:00 AM	29
30	31					

Council Calendar SEPTEMBER 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 City Council Meeting 6 PM (Briefing Room & Council Chambers)	2	3	4	5
6	7	8	9	10 Community Engagement Advisory Board 6:30 PM Briefing Room	11	12 Fiesta de las Americas 4:00 PM-10:00 PM Armstrong Park
13	14 Planning & Zoning Meeting Briefing Room 6:00PM Park Board Meeting 6:30 PM 103 E Wheatland	15 City Council Meeting 6 PM (Briefing Room & Council Chambers)	16	17	18	19 Duncan Switch 9:00 AM–3:00 PM 100 James Collins Blvd
20	21 Keep Duncanville Beautiful 7:00 PM Briefing Room	22	23	24 Coffee with the Mayor 12:00 PM Senior Center	25	26
27	28 DCEDC Meeting Council Chambers 6:00 PM	29 Arts Commission Meeting 6:30 PM Briefing Room	30			

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Briefing on Trinity River Authority Wastewater Partnership

Vision Statement:
“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:
Cultivate Community Trust:

- **Foster transparency, two-way communication, and active public participation.**

STAFF RESPONSIBLE:
Matt Bryant

BACKGROUND/HISTORY:
The City of Duncanville has contracted with the Trinity River Authority (TRA) for wastewater treatment services. As part of this partnership, we are members of both the Central Regional and Ten Mile Creek Regional Wastewater Systems. Wastewater generated in our city is conveyed to these systems for treatment. Matthew Jalbert, TRA's Executive Manager of the Northern Region, is here to discuss our involvement in these regional wastewater systems, the costs of services, current planning and capital improvement projects, and to answer any questions regarding our long-term partnership.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:
ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Trinity River Authority Presentation 7-21-2026



Central Regional Wastewater System and Ten Mile Creek Regional Wastewater System

City of Duncanville Council Meeting

July 21, 2026

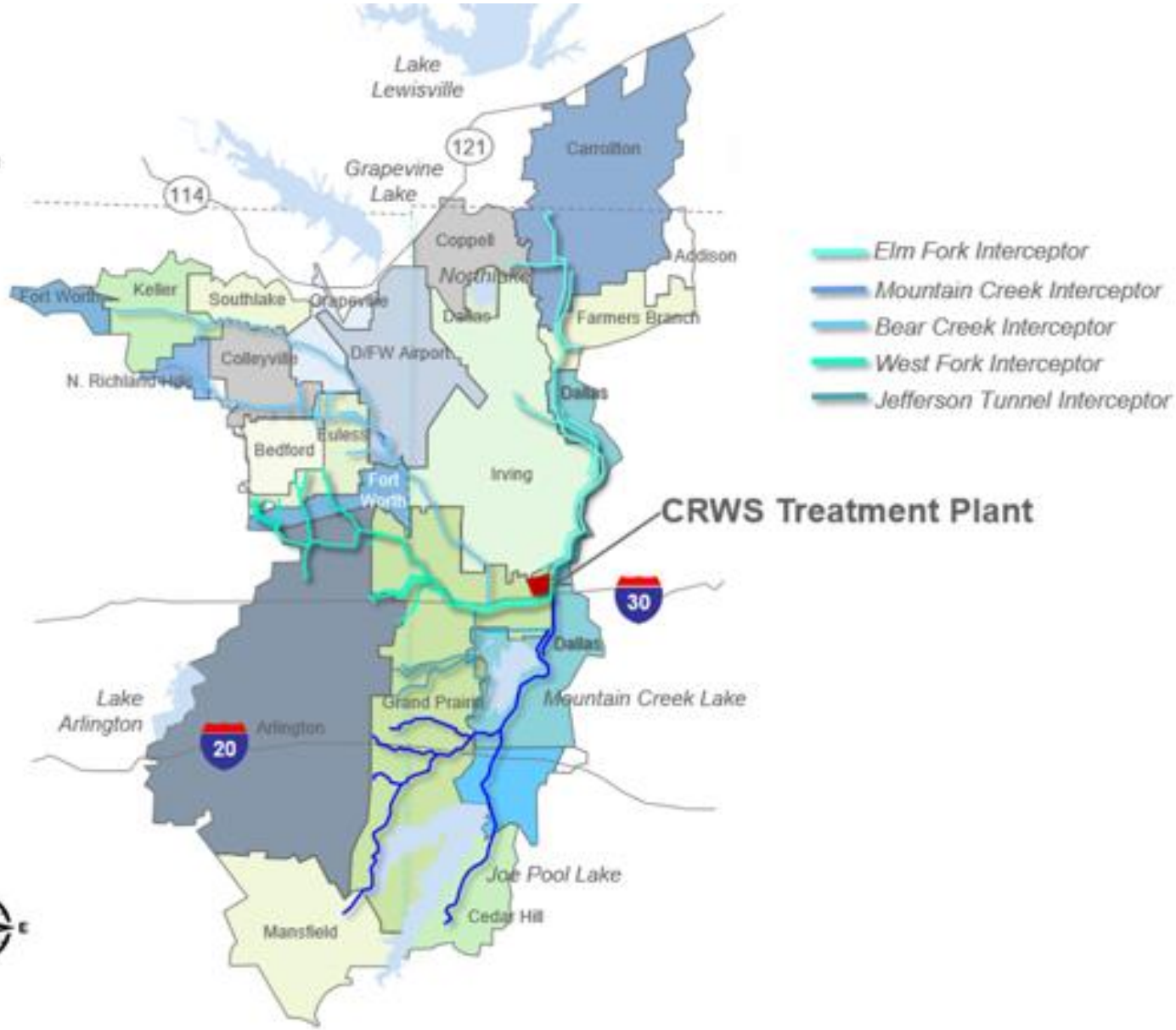


Central Regional Wastewater System



Central Regional Wastewater System





Contracting Parties	
Irving	1957
Grand Prairie	1957
Farmers Branch	1957
Dallas	1957
Carrollton	1967
Arlington	1973
Bedford	1973
Euless	1973
DFW Airport	1973
Mansfield	1973
Grapevine	1974
Colleyville	1975
N. Richland Hills	1975
Hurst	1975
Coppell	1976
Fort Worth	1976
Keller	1984
Duncanville	1984
Cedar Hill	1985
Southlake	1988
Addison	1996

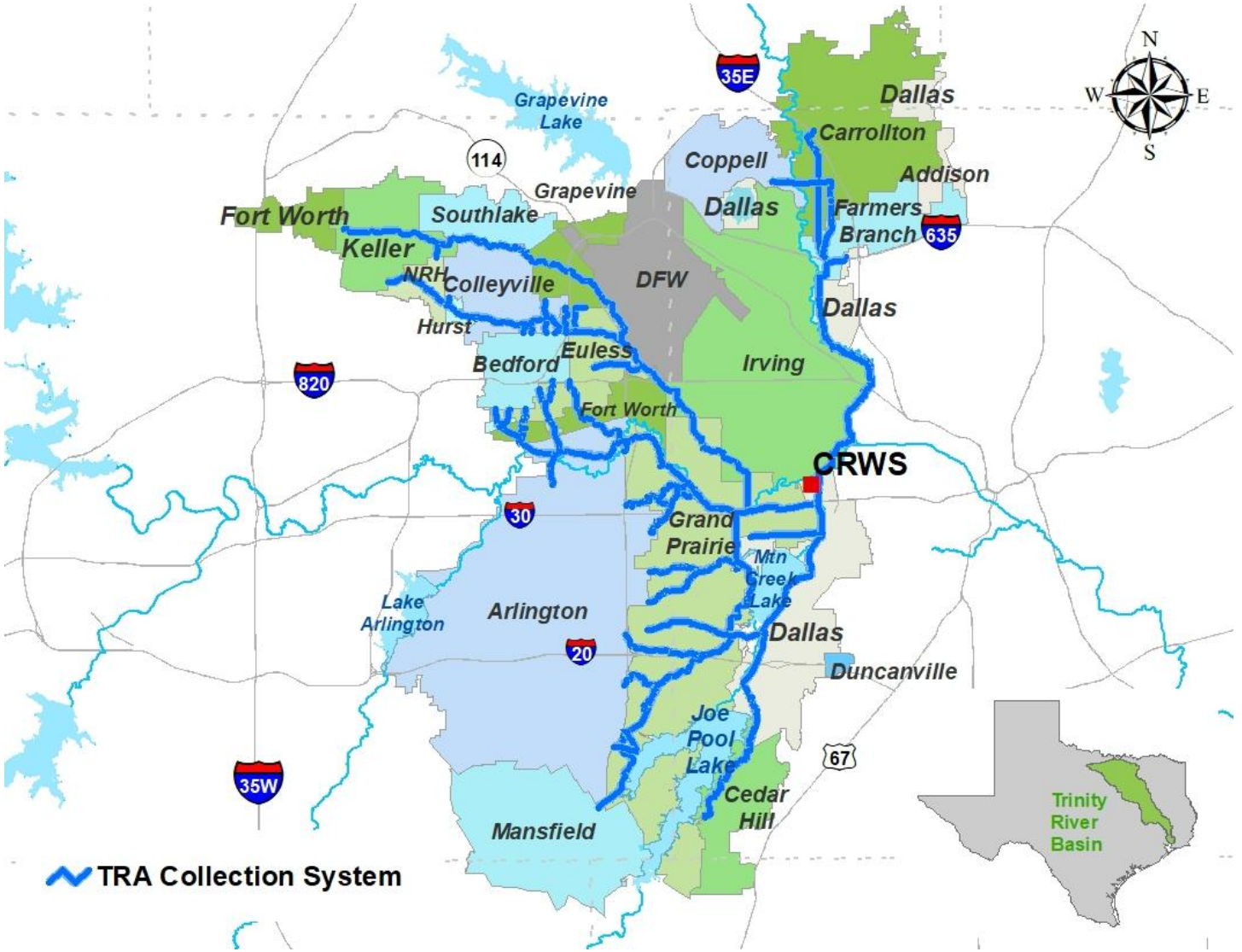
Central Regional Wastewater System Treatment Plant

- Annual Average Flow = 189 MGD
- 2-Hour Peak Flow = 405 MGD



Central Regional Wastewater System

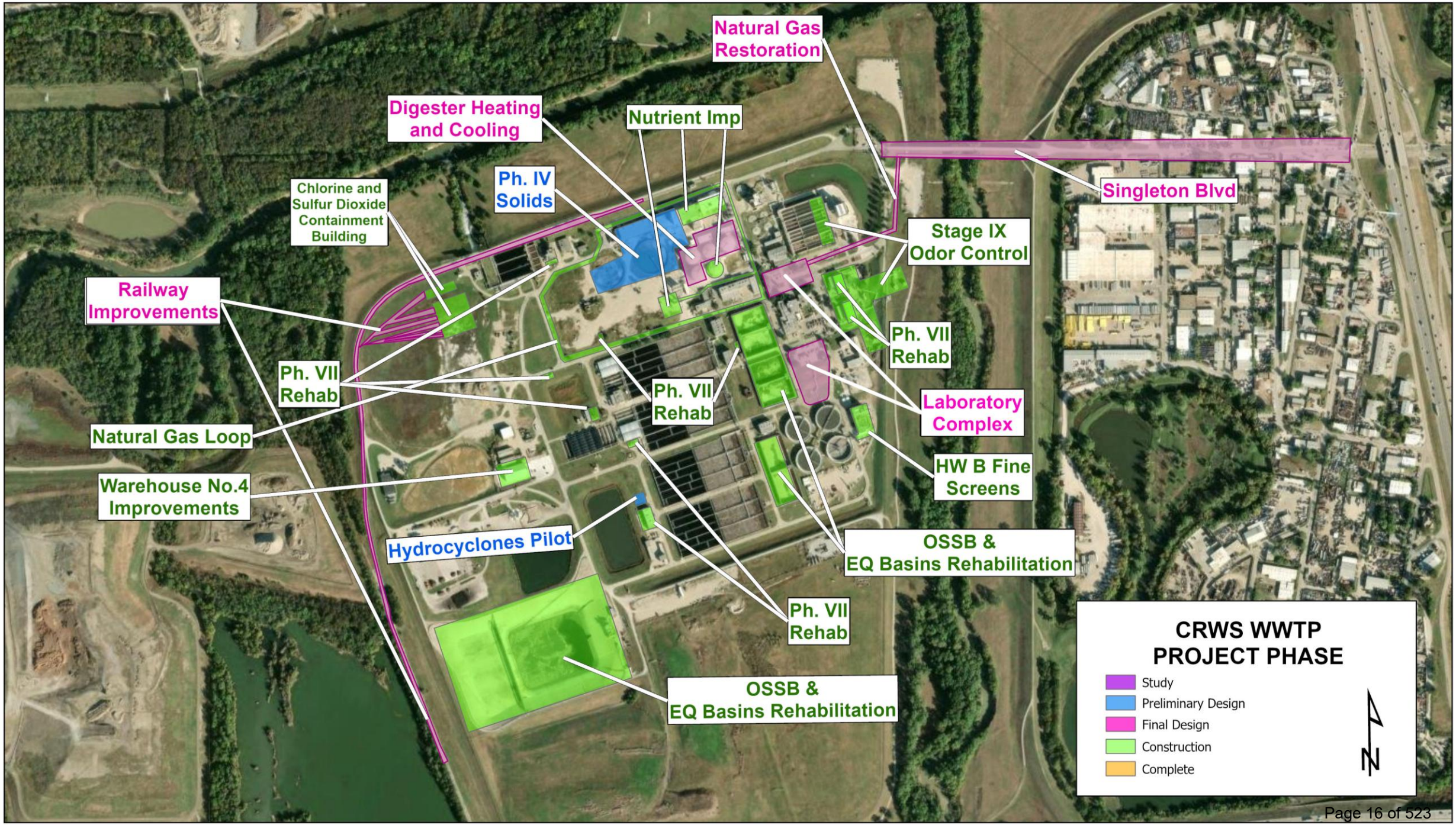
- 209 miles of pipeline
- 8- to 120-inch
- 129 meter stations
- 4 lift stations



Current Planning and Capital Improvement Status Reports

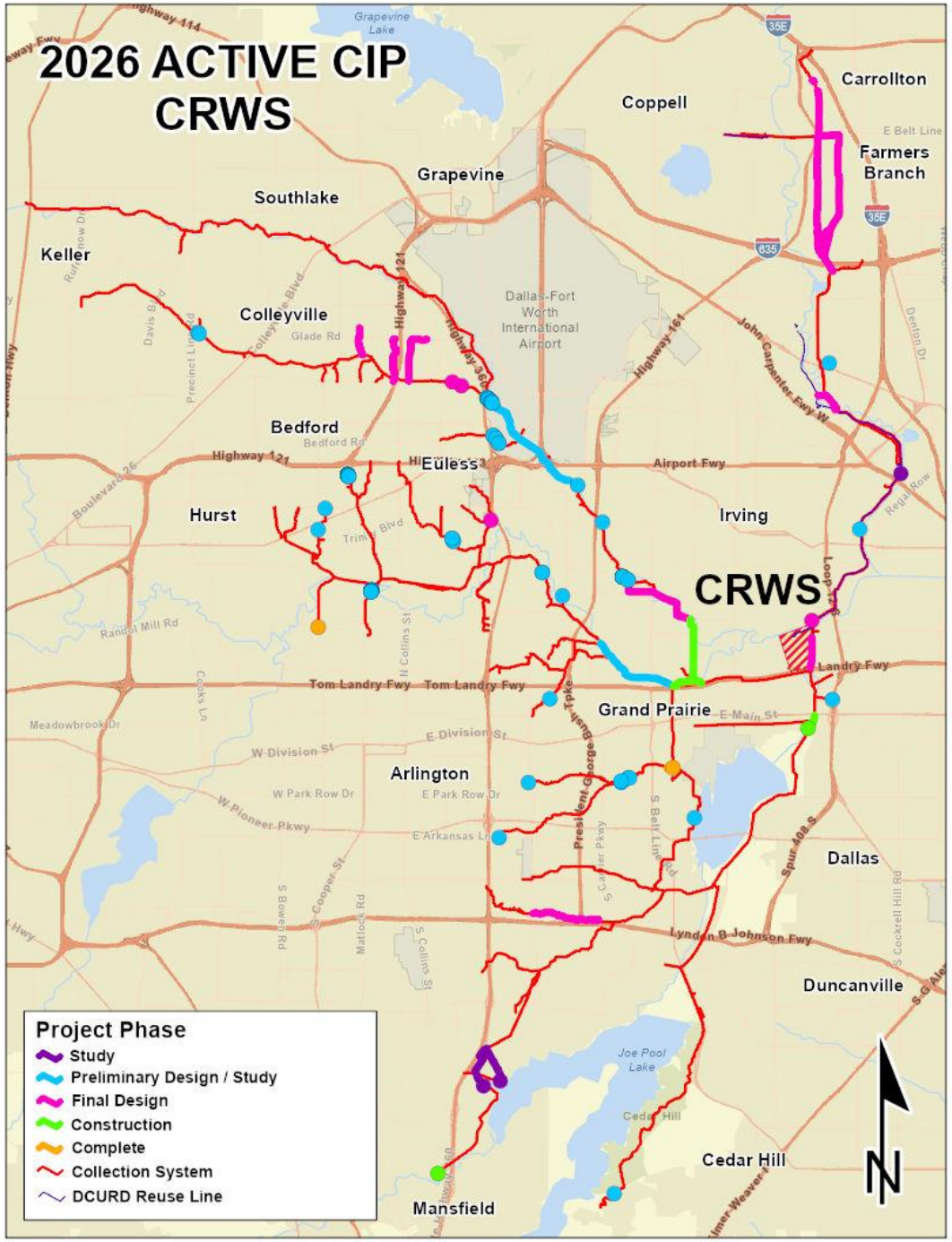


Trinity River Authority of Texas



Collection System




2026 ACTIVE CIP
CRWS
Carrollton
Coppell
Farmers Branch
Grapevine
Southlake
Keller
Colleyville
Dallas-Fort Worth International Airport
Bedford
Euless
Hurst
Irving
CRWS
Grand Prairie
Arlington
Dallas
Duncanville
Cedar Hill
Mansfield
Project Phase
Study
Preliminary Design / Study
Final Design
Construction
Complete
Collection System
DCURD Reuse Line
N

CRWS CIP Financial Outlay

2027 - 2031

NOTES:

(1) Project Drivers:

Capacity	Regulatory
Condition	Efficiency
Employee Safety	Resiliency
Public/Customer Impact	Security

(2) Project Phases:

ST – Study	LR - Land Rights & Legal
FA - Field Assessment	CA - Construction Administration
PD - Preliminary Design	IN - Inspection (Internal Cost)
FD - Final Design	CO - Construction

July 1, 2026

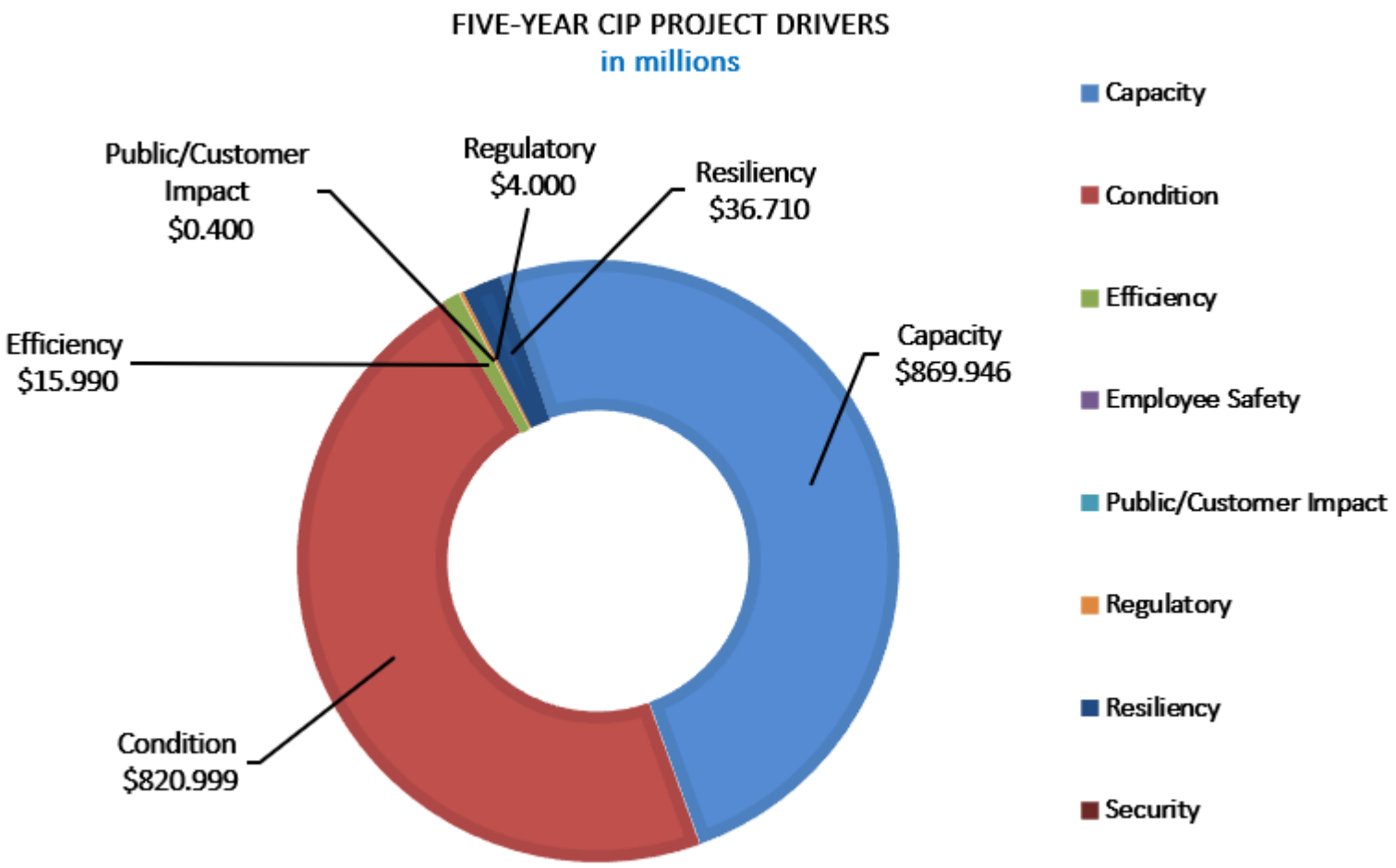


CRWS Five-Year CIP Summary

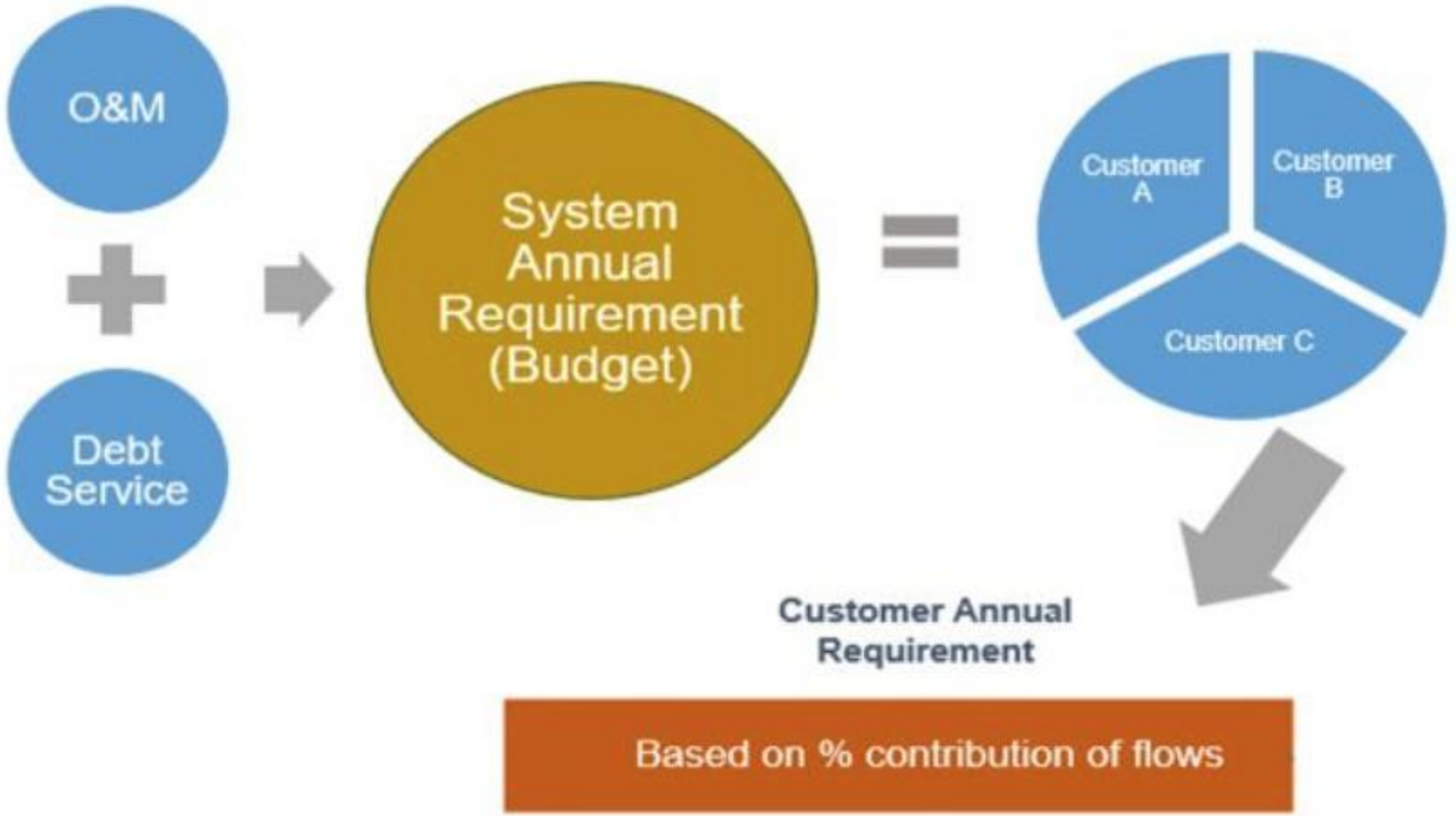
	2027	2028	2029	2030	2031	2027-2031
Treatment Plant	$122.150	$211.120	$265.290	$152.000	$55.600	**$806.160**
Collection System	$196.240	$153.546	$89.132	$207.418	$295.549	**$941.885**
System Grand Total	**$318.390**	**$364.666**	**$354.422**	**$359.418**	**$351.149**	**$1,748.045**

* Cost in Millions

CIP Project Drivers FY 2027 - FY 2031



Annual Revenue Requirement



CENTRAL REGIONAL WASTEWATER SYSTEM
FY 2027 FLOW ALLOCATIONS

CONTRACTING PARTY	FY 2026 FLOW (MGD)	FY 2026 % ALLOCATION	FY 2027 FLOW (MGD)	FY 2027 % ALLOCATION
Addison	1.750	1.241%	1.750	1.240%
Arlington	36.243	25.697%	36.528	25.873%
Bedford	4.140	2.935%	4.100	2.904%
Carrollton	12.000	8.508%	12.000	8.500%
Cedar Hill	0.573	0.406%	0.589	0.417%
Colleyville	3.024	2.144%	2.991	2.119%
Coppell	3.300	2.340%	3.300	2.337%
DFW Airport	2.398	1.700%	2.498	1.769%
Dallas	7.662	5.433%	7.700	5.454%
Duncanville	0.154	0.109%	0.154	0.109%
Euless	4.567	3.238%	4.555	3.226%
Farmers Branch	4.500	3.191%	4.500	3.187%
Forth Worth	3.662	2.596%	3.685	2.610%
Grand Prairie	17.025	12.071%	17.200	12.183%
Grapevine	2.400	1.702%	2.400	1.700%
Hurst	0.340	0.241%	0.310	0.220%
Irving	26.000	18.434%	25.500	18.062%
Keller	2.650	1.879%	2.650	1.877%
Mansfield	6.260	4.438%	6.410	4.540%
N Richland Hills	0.842	0.597%	0.843	0.597%
Southlake	1.550	1.100%	1.520	1.078%
TOTAL FOR ALL CONTRACTING PARTIES	141.040	100.000%	141.183	100.000%

Central Regional Wastewater System
Revenue Requirement Projection
July 2026

Customer	FY27	FY28	FY29	FY30	FY31
Addison	$ 2,966,427	$ 3,368,732	$ 3,707,427	$ 4,104,716	$ 4,514,581
Arlington	$ 61,895,447	$ 70,022,370	$ 77,062,471	$ 85,320,515	$ 93,839,961
Bedford	$ 6,947,180	$ 7,928,265	$ 8,725,378	$ 9,660,393	$ 10,625,005
Carrollton	$ 20,334,375	$ 23,093,668	$ 25,415,523	$ 28,139,060	$ 30,948,808
Cedar Hill	$ 997,580	$ 1,117,479	$ 1,229,832	$ 1,361,621	$ 1,497,582
Colleyville	$ 5,069,240	$ 5,788,353	$ 6,370,318	$ 7,052,964	$ 7,757,218
Coppell	$ 5,590,756	$ 6,350,487	$ 6,988,970	$ 7,737,911	$ 8,510,558
DFW Airport	$ 4,231,943	$ 4,710,250	$ 5,183,822	$ 5,739,323	$ 6,312,407
Dallas	$ 13,047,493	$ 14,782,500	$ 16,268,744	$ 18,012,109	$ 19,810,658
Duncanville	$ 258,369	$ 296,003	$ 325,763	$ 360,672	$ 396,686
Euless	$ 7,717,493	$ 8,776,897	$ 9,659,333	$ 10,694,431	$ 11,762,294
Farmers Branch	$ 7,624,195	$ 8,660,126	$ 9,530,821	$ 10,552,147	$ 11,605,803
Fort Worth	$ 6,243,850	$ 7,068,770	$ 7,779,469	$ 8,613,120	$ 9,473,159
Grand Prairie	$ 29,145,141	$ 32,932,375	$ 36,243,420	$ 40,127,279	$ 44,134,078
Grapevine	$ 4,066,875	$ 4,619,277	$ 5,083,702	$ 5,628,474	$ 6,190,490
Hurst	$ 526,301	$ 625,951	$ 688,885	$ 762,706	$ 838,864
Irving	$ 43,209,353	$ 49,551,995	$ 54,533,989	$ 60,377,872	$ 66,406,739
Keller	$ 4,490,308	$ 5,099,942	$ 5,612,694	$ 6,214,153	$ 6,834,650
Mansfield	$ 10,860,949	$ 12,190,437	$ 13,416,073	$ 14,853,744	$ 16,336,924
N Richland Hills	$ 1,428,191	$ 1,621,228	$ 1,784,227	$ 1,975,426	$ 2,172,676
Southlake	$ 2,576,484	$ 2,957,315	$ 3,254,645	$ 3,603,414	$ 3,963,223
CRWS Total	**$ 239,227,950**	**$ 271,562,419**	**$ 298,865,507**	**$ 330,892,050**	**$ 363,932,366**

Cost of Service Detail

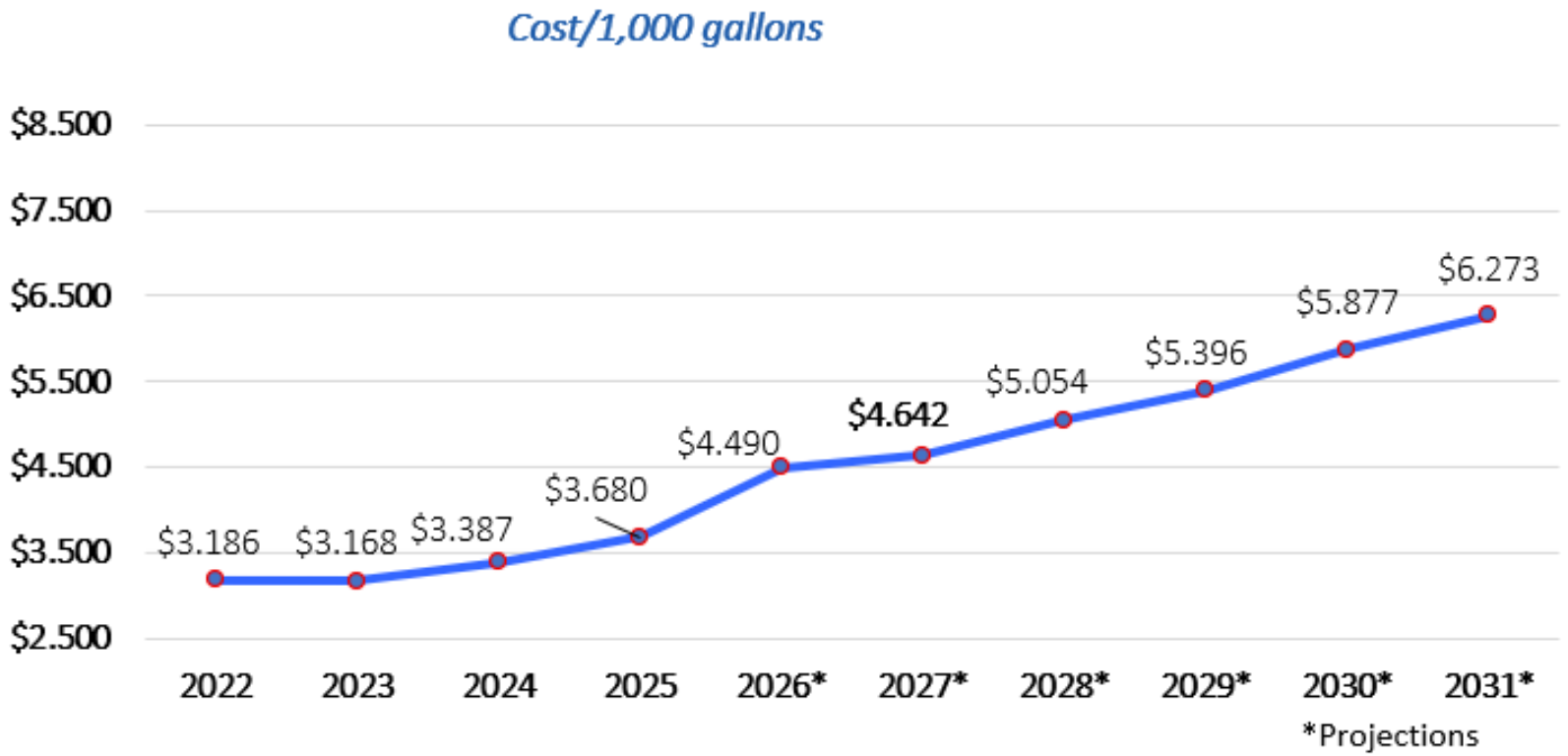
Central Regional Wastewater System

Cost of Service Detail

July 2026

	Flows	Debt Rate	O&M Rate	TOTAL Rate	% Change
2026	141.040	$ 2.725	$ 1.765	$ 4.490	13.53%
2027	141.183	$ 2.713	$ 1.929	$ 4.642	3.39%
2028	146.800	$ 2.898	$ 2.156	$ 5.054	8.88%
2029	151.730	$ 3.077	$ 2.319	$ 5.396	6.77%
2030	154.262	$ 3.412	$ 2.465	$ 5.877	8.91%
2031	158.949	$ 3.647	$ 2.626	$ 6.273	6.74%

Historical and Projected Cost of Service





Ten Mile Creek Regional Wastewater System

Ten Mile Creek Regional Wastewater System



Contracting Parties	
Cedar Hill	1983
DeSoto	1983
Duncanville	1983
Ferris	1983
Lancaster	1983
Wilmer	2023

Trinity River Authority of Texas

Ten Mile Creek Regional Wastewater System Treatment Plant

- Annual Average Flow = 24 MGD
- 2-Hour Peak Flow = 65 MGD



Ten Mile Creek Regional Wastewater System

- 54 miles of pipeline
- 12- to 72-inch
- 10 meter stations
- 1 lift station





Current Planning and Capital Improvement Status Reports

Ten Mile Creek Regional Wastewater System Treatment Plant – Active CIP



Master Plan
(Plant-wide)

Coarse Screen
Improvements
(Final Design)

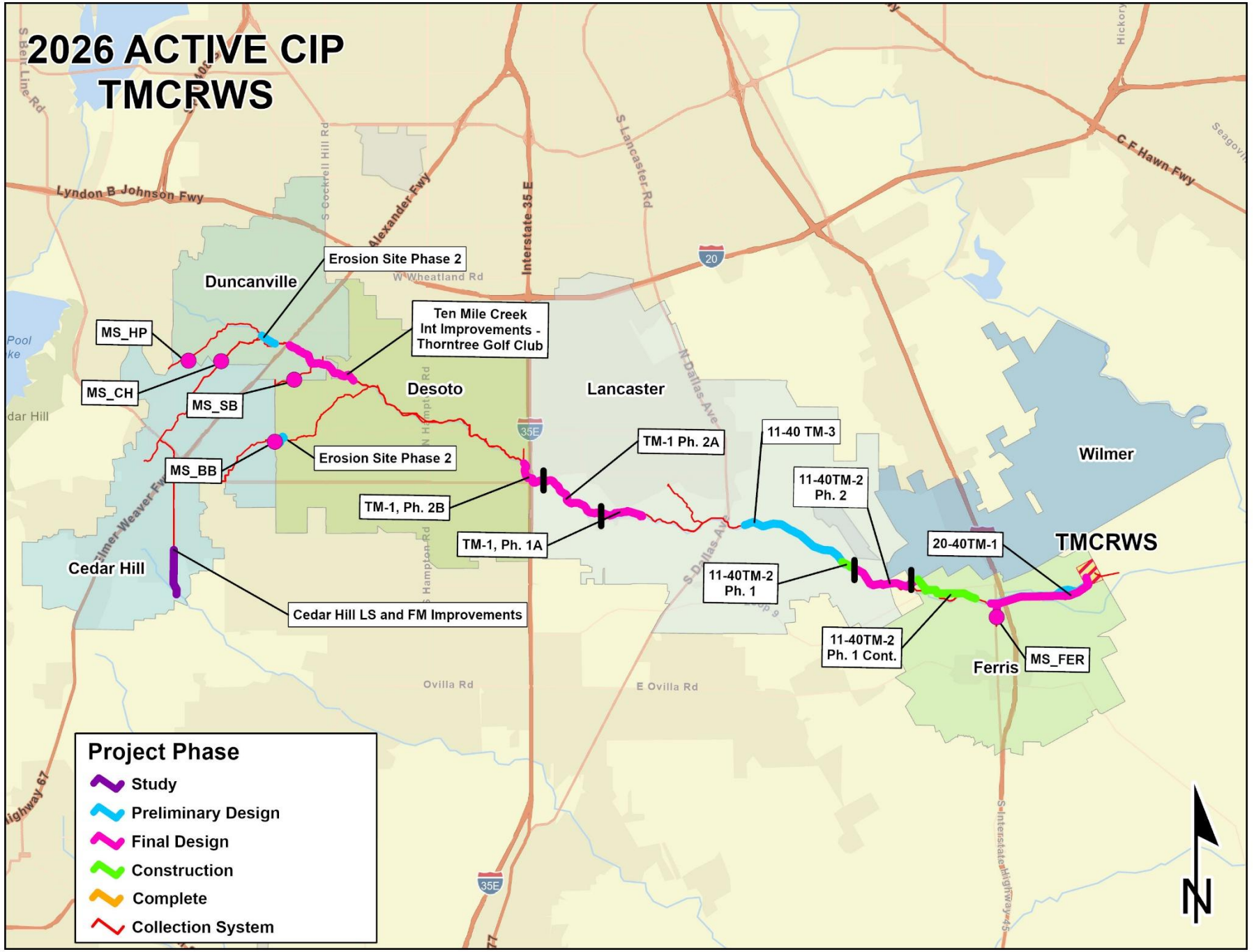
Electrical Distribution
& Control Upgrades
(Preliminary Design)

Grit Removal
Improvements
(Study)

Trinity River Authority of Texas



Collection System


2026 ACTIVE CIP
TMCRWS
Duncanville
Desoto
Lancaster
Wilmer
Cedar Hill
Ferris
TMCRWS
Erosion Site Phase 2
Ten Mile Creek Int Improvements - Thorntree Golf Club
MS_HP
MS_CH
MS_SB
MS_BB
Erosion Site Phase 2
TM-1 Ph. 2A
11-40 TM-3
11-40TM-2 Ph. 2
TM-1, Ph. 2B
TM-1, Ph. 1A
20-40TM-1
11-40TM-2 Ph. 1
Cedar Hill LS and FM Improvements
11-40TM-2 Ph. 1 Cont.
MS_FER
Project Phase
Study
Preliminary Design
Final Design
Construction
Complete
Collection System

TMCRWS CIP Financial Outlay

2027 - 2031

Notes:

(1) Project Drivers:

Capacity	Regulatory
Condition	Efficiency
Employee Safety	Resiliency
Public/Customer Impact	Security

(2) Project Phases:

ST – Study	LR - Land Rights & Legal
FA - Field Assessment	CA - Construction Administration
PD - Preliminary Design	IN - Inspection (Internal Cost)
FD - Final Design	CO - Construction

June 29, 2026

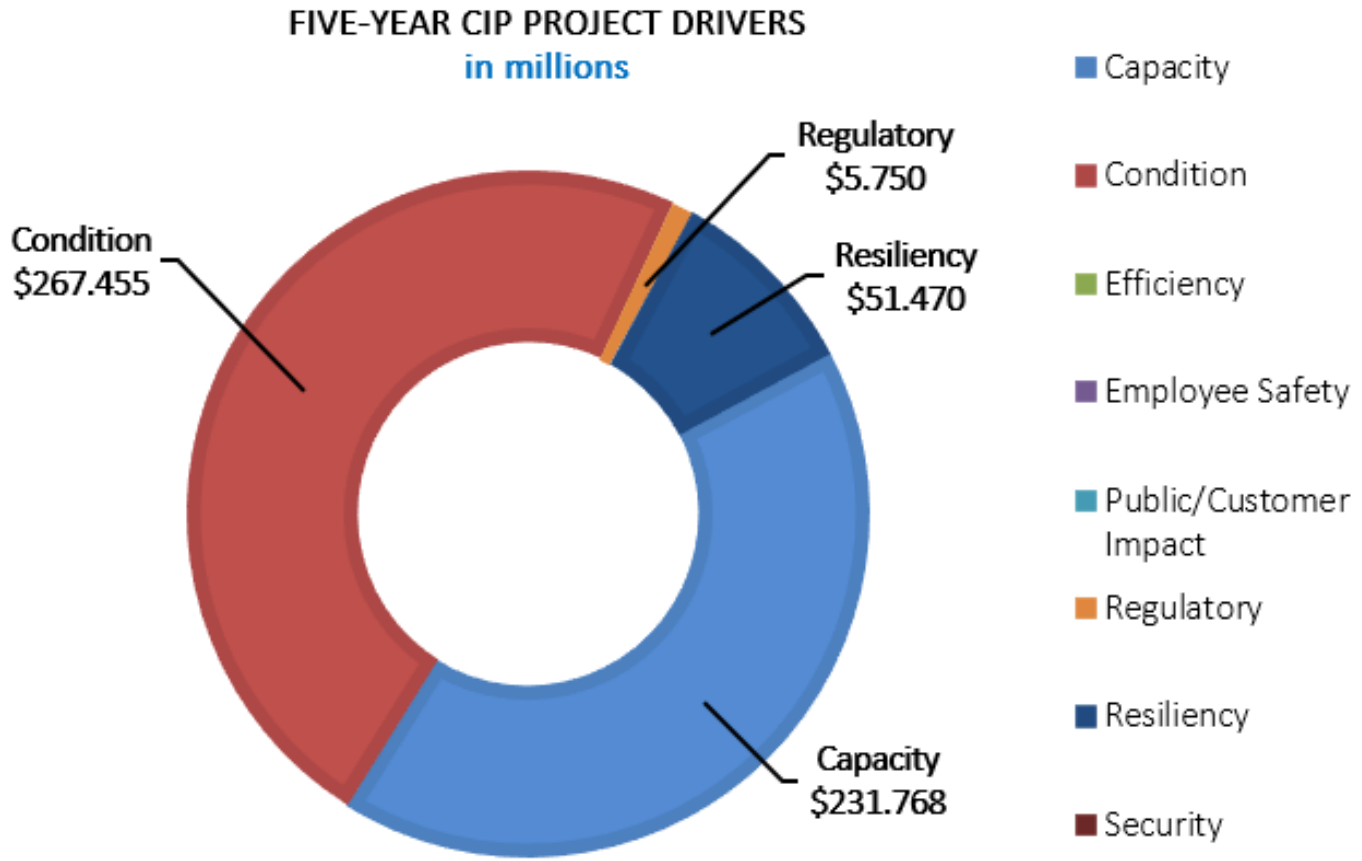


TMCRWS Five-Year CIP Summary

	2027	2028	2029	2030	2031	2027-2031
Treatment Plant	$23.100	$64.860	$54.520	$7.420	$4.130	**$154.030**
Collection System	$171.120	$72.107	$40.007	$52.242	$66.937	**$402.413**
System Grand Total	**$194.220**	**$136.967**	**$94.527**	**$59.662**	**$71.067**	**$556.443**

* Cost in Millions

CIP Project Drivers FY 2027 – FY 2031



TMCRWS FY 2027 Flow Allocations

CONTRACTING PARTY	FY 2026 FLOW (MGD)	FY 2026 % ALLOCATION	FY 2027 FLOW (MGD)	FY 2027 % ALLOCATION
Cedar Hill	3.252	18.399%	3.345	19.090%
DeSoto	5.100	28.854%	5.050	28.821%
Duncanville	3.514	19.881%	3.370	19.233%
Ferris	0.662	3.745%	0.463	2.642%
Lancaster	4.897	27.706%	4.994	28.501%
Wilmer	0.250	1.415%	0.300	1.713%
TOTAL FOR ALL CONTRACTING PARTIES	17.675	100.000%	17.522	100.000%

TMCRWS Revenue Requirement Projection

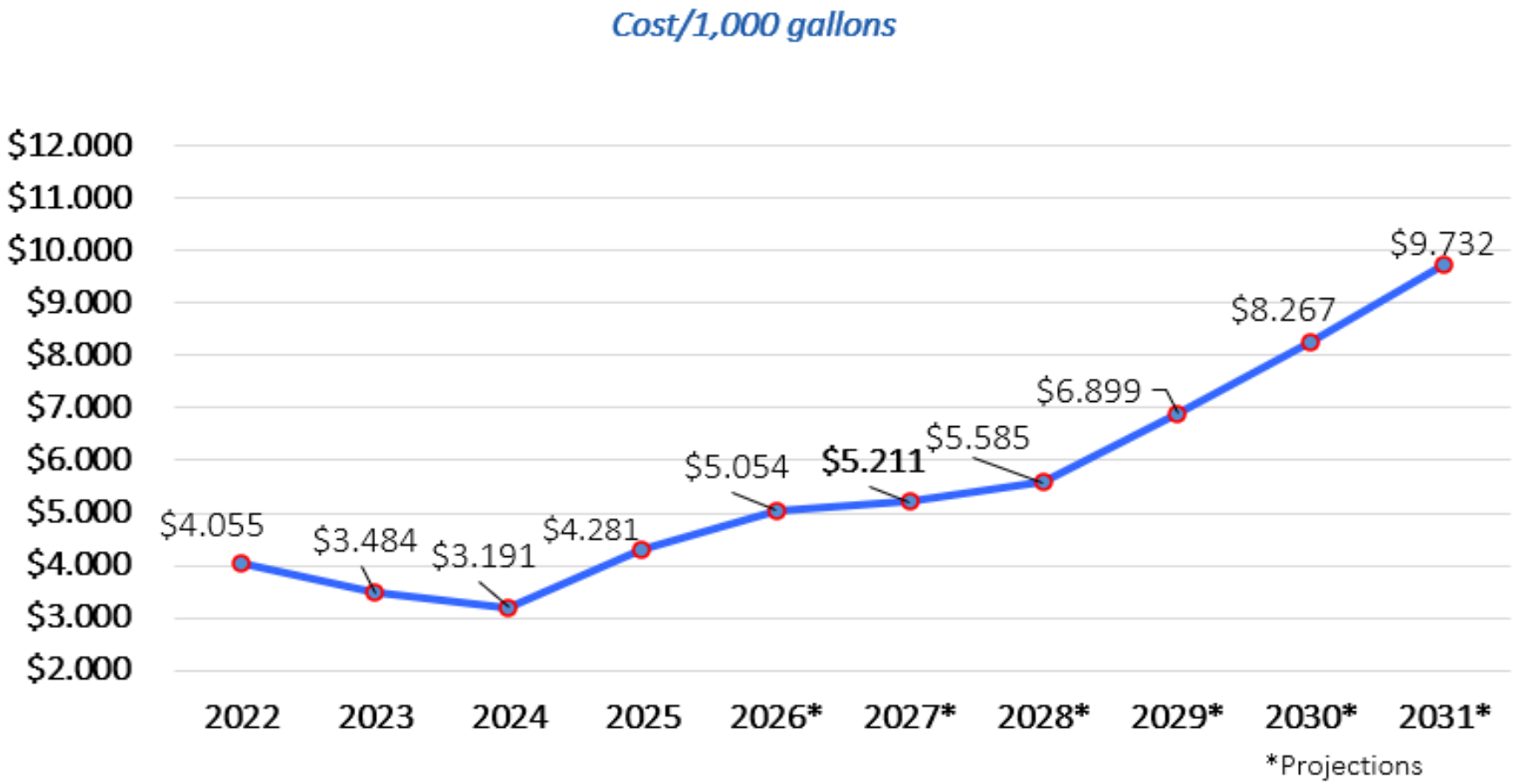
Customer	FY27	FY28	FY29	FY30	FY31
Cedar Hill	$ 6,312,439	$ 7,133,670	$ 8,996,347	$ 10,909,772	$ 13,086,633
DeSoto	$ 9,530,163	$ 10,974,907	$ 13,840,570	$ 16,784,309	$ 20,133,335
Duncanville	$ 6,359,724	$ 7,443,085	$ 9,386,553	$ 11,382,971	$ 13,654,251
Ferris	$ 873,623	$ 1,215,586	$ 1,532,988	$ 1,859,038	$ 2,229,978
Lancaster	$ 9,424,350	$ 10,695,939	$ 13,488,761	$ 16,357,674	$ 19,621,571
Wilmer	$ 829,857	$ 595,234	$ 750,655	$ 910,312	$ 1,091,949
TMCRWS Total	**$ 33,330,156**	**$ 38,058,421**	**$ 47,995,875**	**$ 58,204,076**	**$ 69,817,716**

Cost of Service Detail

Ten Mile Creek Regional Wastewater System
Cost of Service Detail
June 2026

	Flows	Debt Rate	O&M Rate	TOTAL Rate	% Change
2026	17.675	$ 3.294	$ 1.760	$ 5.054	8.11%
2027	17.522	$ 3.091	$ 2.120	$ 5.211	3.11%
2028	18.620	$ 3.533	$ 2.052	$ 5.585	7.18%
2029	19.060	$ 4.737	$ 2.162	$ 6.899	23.53%
2030	19.290	$ 5.971	$ 2.296	$ 8.267	19.83%
2031	19.655	$ 7.317	$ 2.415	$ 9.732	17.72%

Historical and Projected Cost of Service





Central Regional Wastewater System and Ten Mile Creek Regional Wastewater System

City of Duncanville Council Meeting

July 21, 2026



Saturday, December 27, 2025

Arts Grant Application

Have you read and understood the Arts Funding Policy and Grant Guidelines? Yes

By checking "Yes," you confirm that you have reviewed the current Arts Funding Policy and Grant Guidelines in full and understand the eligibility criteria, reporting requirements, and obligations associated with this grant application.

Section 1: General Information

Applicant Name (Individual or Organization) Duncanville Arts Commision

Project Lead (if different) Mary Ann Taylor

Mailing Address 203 E Wheatland Rd., High Ridge Drive
Duncanville, TX, 75137

Phone Number (972) 780-5000

Email arts@duncanvilletx.gov

How do you prefer to be contacted? Call

Website or Social Media (if applicable)
City of Duncanville - Arts Commission

Are you a first-time applicant? No

Section 2: Eligibility

Check all that apply: Duncanville Arts Commission

Do you live or operate a business/studio within Duncanville, TX city limits? Yes

Section 3: Grant Type

Select the grant category for which you are applying (select one): Single Project Support Grant

Section 4: Project Information

Project/Event Title Duncanville Poet Laureate

Brief Project Summary (2-3 sentences)

With Duncanville as a creative and artistic hub, a positive way to draw attention to its progress is creation of a poet laureate position. This is not a job with specific duties but a way to honor a poet and an opportunity to highlight the spoken arts throughout the community.

Project Start Date Sunday, February 1, 2026

Project End Date Wednesday, September 30, 2026

Do you have a confirmed location for this event or project? No (if not, please provide an explanation in the field below)

Is this project open to the public? Yes

Section 5: Narrative

Please answer the following questions in no more than 250 words each.

Describe the purpose and artistic vision of the proposed project.

Texas has had poets laureate since 1932. These individuals have come from all over the state. The appointment currently lasts one year. Cities can also appoint a poet laureate; San Antonio was the first in Texas to do so, in 2012. Dallas now has its second laureate, Mag Gabbert, whose term expires in March 2026

The Poet Laureate acts as an ambassador of the literary arts and the City of Duncanville by creating and reading poems and presenting their poems at public meetings and events to engage diverse voices, activate the community and broaden perspectives in shaping and furthering the literary arts and culture through creative expression."

How will the project serve the Duncanville community and promote public access?

For Duncanville, the role of a poet laureate would first recognize the achievements of a local poet. Because performance poetry is not always written, consideration would be given to other criteria. Highlighting the literary arts is central to the concept, so activities throughout the year would reflect that motivation. The poet might be asked to prepare and read an original work for a particular City meeting or event. The work for another occasion might not be original, however, as might be appropriate, for example the Juneteenth celebration.

How will your project promote tourism or economic development within Duncanville?

This is literary arts / creative writing that will draw family, friends and others to Duncanville to support, hear and visit with the poet laureate.
While visiting Duncanville, visitors will be encouraged to shop, eat and stay in the city. Duncanville will be one of the few cities that will be able to advertise the fact that we have a local poet laureate.

List the individuals and organizations involved in planning or executing the project.

Duncanville Arts Commission

Briefly describe your marketing plan.

Reception, appointment and/or application selection process to start the program. Plan on advertising and promoting through social media and other media outlets. Encourage the City of Duncanville and residents to incorporate the Poet Laureate in as many city events as possible.

How will you evaluate the success and impact of your project?

Surveys and public feedback.

Section 6: Budget

Total Project Budget 3,500

Amount requested from the Duncanville Arts Commission/City Council 3,500

Please attach a detailed budget

DOCX Poet Laureate Budget_3698.docx

Section 7: Required Documents

Document Checklist

- Completed application form. *required
- Narrative responses (Section 5) *required
- Detailed project budget (Section 6) *required
- Proof of Duncanville residency or business operation. *required

Section 8: Acknowledgements

By signing below, I affirm that all information provided is accurate and complete.

Signature



Name Angela Thorpe-Harris

Property Owner Authorization (Required for Public Art Installations on Private Property)

I, the undersigned property owner or authorized representative, grant permission for the proposed public art installation to be placed at the property listed below. I understand that this project is part of the Duncanville Arts Commission grant program and agree to allow public access for viewing and participation as described in the applicant's proposal.

Property Owner Name Angela Thorpe-Harris

Property Address 1302, High Ridge Drive
Duncanville, TX, 75137-3637

Property Owner Signature



Attachment A

Duncanville Poet Laureate Program Policy

City of Duncanville, Texas

I. Purpose

The Duncanville Poet Laureate Program honors a local poet and recognizes the role of poetry, storytelling, and literary arts in the cultural life of the City of Duncanville.

The Poet Laureate serves as a creative ambassador for the City by promoting poetry, literacy, civic pride, and community connection for residents of all ages.

II. Authority and Oversight

- The Poet Laureate position is established by action of the Duncanville City Council and is administered by the Duncanville Arts Commission in coordination with the City's Communications and Marketing Department.
- The Duncanville Arts Commission shall serve as the Poet Laureate Selection Panel and may include City staff support as needed for administration of the application and review process.
- The Arts Commission shall review eligible applications, identify finalists, and recommend one applicant to the City Council for appointment as Duncanville Poet Laureate.

III. Term of Service

- The Duncanville Poet Laureate shall serve a one-year term beginning July 1 and ending June 30 of the following year.
- The term may be renewed for one additional one-year term upon recommendation of the Arts Commission and approval by the City Council, based on program needs and satisfactory performance.
- If the Poet Laureate is unable to complete the term, the City Council may appoint another eligible poet to serve the remainder of the term upon recommendation of the Arts Commission.

IV. Eligibility and Qualifications

To be eligible for appointment as Duncanville Poet Laureate, an applicant must:

- Be at least 18 years of age.
- Reside within the City of Duncanville and have maintained residency within the city for at least one year prior to the application deadline and maintain residency throughout the term of service.
- Provide proof of residency based on a physical residential address; a post office box alone is not sufficient proof of residency.
- Demonstrate a record of engagement with poetry or spoken word, which may include publications, performances, workshops, teaching, or community-based literary activities.
- Demonstrate artistic excellence, a clear literary voice, and the ability to engage the public in a professional manner.
- Show a prior commitment to promoting awareness of poetry, literacy, or literary arts in community settings.
- Be willing and able to appear at City-sponsored events and participate in official program activities coordinated by the City.

V. Duties and Expectations

The Duncanville Poet Laureate shall:

- Serve as an ambassador for poetry and the literary arts in Duncanville, championing the written and spoken word at City-related events and through City-approved communications.
- Present original poems or selected works at City Council meetings, ceremonies, festivals, commemorations, or other public events as requested and scheduled in coordination with City staff.
- Participate in up to four official City or community events during the term, unless otherwise approved by the City.
- Develop and lead at least one community-focused poetry project, workshop, event, reading, or initiative during the term that is accessible to Duncanville residents.
- Encourage appreciation of poetry and creative expression among residents of all ages, including youth.
- Contribute ideas for City-sponsored literary programs, contests, festivals, or public-engagement opportunities that highlight poetry and storytelling.
- Maintain a calendar of official Poet Laureate appearances, programming, and related activities in a format accessible to designated City staff.

- Submit a midyear activity update and a final written report summarizing official appearances, community programming, project progress, outreach activities, and works created in the Poet Laureate role.
- Coordinate with the City's Communications and Marketing Department before participating in media interviews, issuing official public statements, or releasing promotional materials related to the Poet Laureate role.

The Poet Laureate is an honorary appointed position and is not a City employee, officer, or policymaker.

VI. Honorarium and Disbursement

- The Duncanville Poet Laureate shall receive a total honorarium of $3,500 for the one-year term of service.
- The honorarium is intended to recognize the Poet Laureate's service and offset time, travel, materials, and incidental expenses associated with official Poet Laureate duties; it is not a salary and does not create an employment relationship.
- The honorarium shall be disbursed in three installments as follows:
  1. $1,000 upon City Council appointment and formal acceptance of the Poet Laureate role.
  2. $1,000 upon submission and approval of a midyear activity update, due on or about the January Regular Meeting of the Duncanville Arts Commission, summarizing appearances, programming, and progress on the Poet Laureate's community-focused literary project.
  3. $1,500 upon submission and approval of a final report, due on or about June 30, summarizing completed activities, project outcomes, community impact, and official work produced during the term.
- Payment of each installment is contingent upon satisfactory completion of the applicable service period and submission of required updates or reports, as determined by the City.
- Subject to budget availability and prior approval, the City may provide limited in-kind support such as use of City facilities, printing, or basic program materials separate from the honorarium.

VII. Selection Process and Annual Timeline

The City shall follow an annual selection process aligned with the July-to-June term:

- March: The City issues a call for applications and promotes the opportunity through official City communication channels.
- April: The application period closes, and City staff reviews all submissions for completeness and eligibility.

- Applications must be complete when submitted. Incomplete applications will not be considered.
- May: The Arts Commission reviews qualified applications, identifies finalists, and may conduct interviews, sample readings, or both.
- June: The Arts Commission recommends a finalist to the City Council, and the City Council considers appointment of the Duncanville Poet Laureate.
- July 4: The Poet Laureate term begins with a public introduction to the community at the annual Independence Day Celebration.
- Early July: The newly appointed Poet Laureate is publicly announced and recognized as part of the City's Independence Day celebration, when feasible, subject to the official event schedule and City communications planning.

All applicants shall be notified of the outcome of the selection process following Council action.

VIII. Application Requirements

Applicants shall be required to submit the following:

- A completed application form provided by the City of Duncanville.
- Contact information, including name, physical address, telephone number, and email address.
- Proof of Duncanville residency based on the applicant's physical residential address.
- A brief biography not to exceed one page.
- A brief artist statement describing the applicant's work, approach to poetry, and interest in serving as Duncanville Poet Laureate.
- A short description of no more than one page outlining the applicant's ideas for a community-focused poetry project or activities to be completed during the term.
- A poetry sample of up to 10 pages total, which may include page-based work, spoken-word text, or performance scripts.
- A resume or curriculum vitae, not to exceed three pages, highlighting publication history, performances, teaching, public speaking, workshops, and community engagement.

IX. Standards of Conduct

- The Poet Laureate shall conduct themselves in a manner that reflects positively on the City of Duncanville, the Duncanville Arts Commission, and the public purpose of the program.
- The Poet Laureate shall comply with all applicable City policies and procedures while participating in City-sponsored events, communications, and programs.
- The Poet Laureate shall respond to official City communications related to the program in a timely manner.
- Failure to perform program duties, failure to submit required reports, violation of applicable City policies, or conduct that materially undermines the integrity or reputation of the program may constitute grounds for early termination of the appointment, as determined by the City Council.

X. Ceremonial Recognition

- The Duncanville Poet Laureate shall be publicly announced and recognized in connection with the City's annual Independence Day celebration, when feasible, as the official public introduction of the Poet Laureate for the new term.
- Additional ceremonial appearances may be scheduled at City Council meetings or other City events at the discretion of the Mayor, City Council, City Manager, or designated staff.

XI. Intellectual Property and Use of Work

- The Poet Laureate retains copyright to original work created before and during the term.
- By accepting the appointment, the Poet Laureate grants the City of Duncanville a non-exclusive, royalty-free license to reproduce, publish, display, record, and distribute original work created for City events or official Poet Laureate activities for non-commercial civic, educational, archival, and promotional purposes, with appropriate credit to the Poet Laureate.



INTRODUCING DUNCANVILLE'S POET LAUREATE: LOGEN CURE

JULY 21, 2026

ANGELA THORPE-HARRIS, ARTS COMMISSION CHAIR

City of Duncanville

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Presentation on the Olden Year Museum

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

STAFF RESPONSIBLE:
Richard Abernethy
Mark Rauscher

BACKGROUND/HISTORY:
The Olden Year Museum has been the Duncanville Community for quite some time and is home to a rare collection of Thomas Edison inventions, including phonographs and early light bulbs. While the Museum has been closed for several years, there has been community interest in trying to preserve the collection and make it a destination for the community with the help of the City and community partners. On June 11, 2026, business leaders, the Arts Commission and Duncanville Community and Economic Development Corporation hosted an Arts and Business Mixer at the Olden Museum for the public to generate awareness and interest in preserving the collection.

POLICY EXPLANATION:
A presentation will be given by Monte Anderson and representatives of the Arts community on the Olden Year Museum and their proposal to preserve it and show case it as part of the Arts and Cultural District.

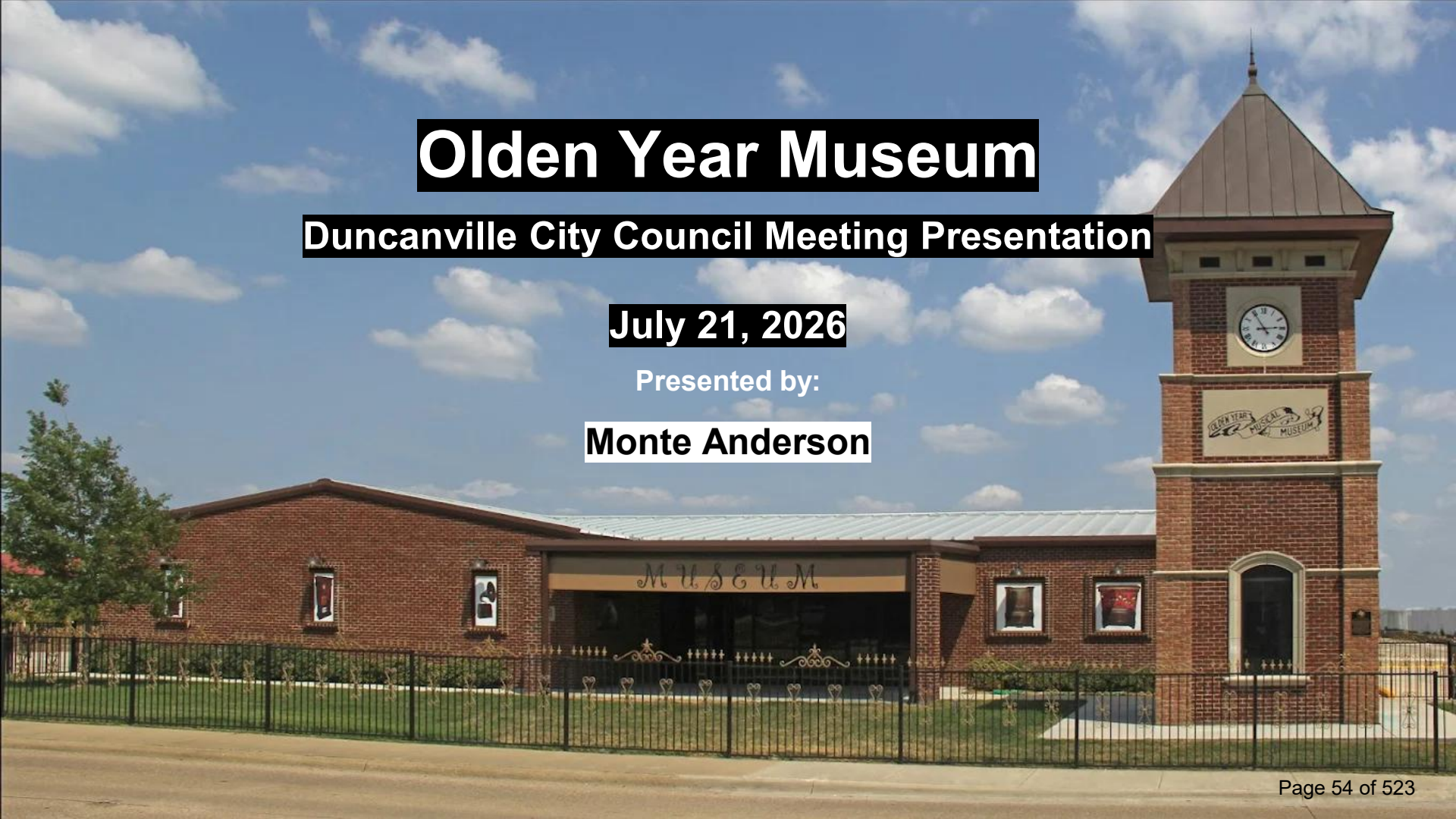
FUNDING SOURCE:
ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:
Olden Year Museum



Olden Year Museum

Duncanville City Council Meeting Presentation

July 21, 2026

Presented by:

Monte Anderson

A Once-in-a-Lifetime Opportunity







Homer and Dorothy DeFord

Together these places become something much bigger than any one of them

What is it?







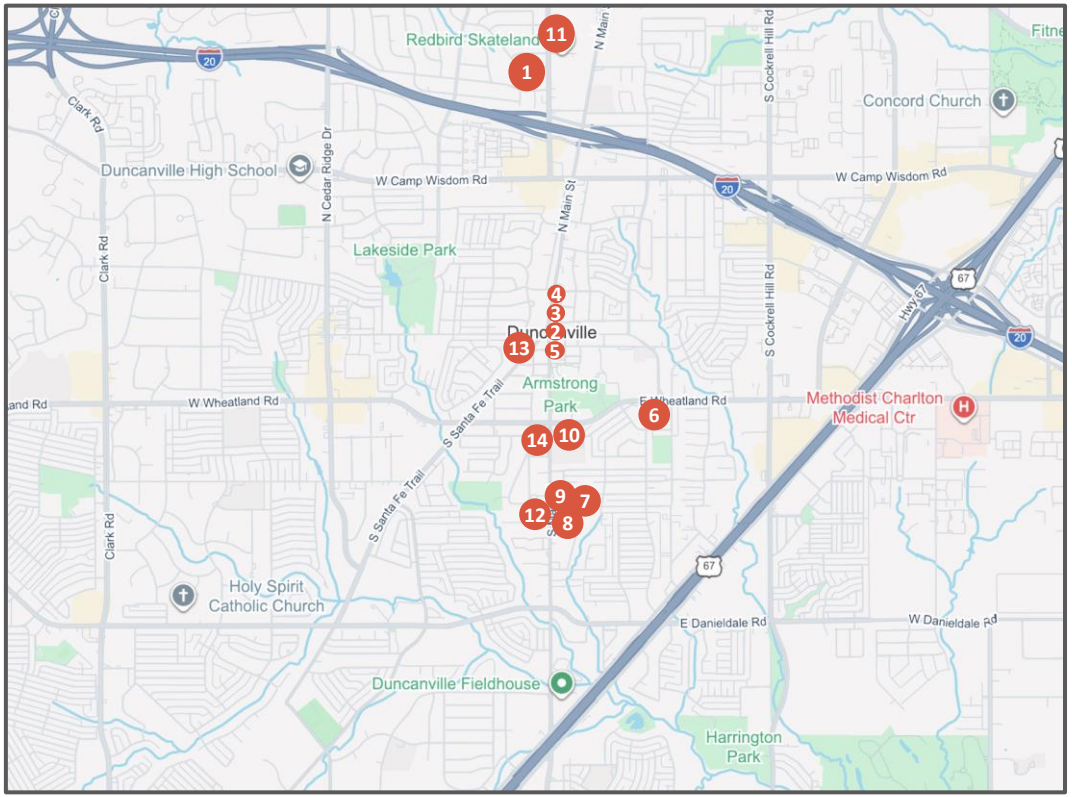


One of only a handful of Thomas Edison collections in the world is already here in Duncanville

Don't Buy a Museum

Buy a Destination

Great Places Work Together



1. Current Museum Location
2. Main Station
3. Isbella Restaurant
4. Jesperson - Future Hotel
5. Community Theater
6. Wheatland Plaza
7. Cox Farms
8. Red Bird Lanes
9. Texas Fadez Barber School
10. Cenzo's
11. Skateland
12. Xela Bistro
13. Old Rail Station
14. Gahwena Coffee Station

Together these places become something much bigger than any one of them

Why Here?

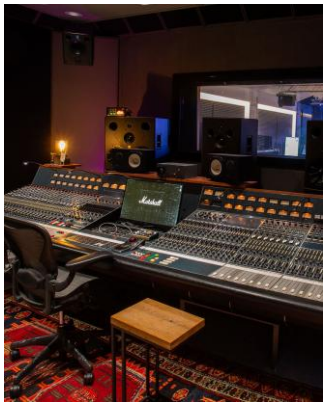






The museum cannot succeed by itself, but it can thrive as part of a larger destination

What Else Happens Here?





The museum becomes the center of a music, arts, education and entrepreneur district

What Does Duncanville Gain?

🏛️ **Museum**

🍽️ **Restaurants**

🛍️ **Shopping**

🎵 **Music**

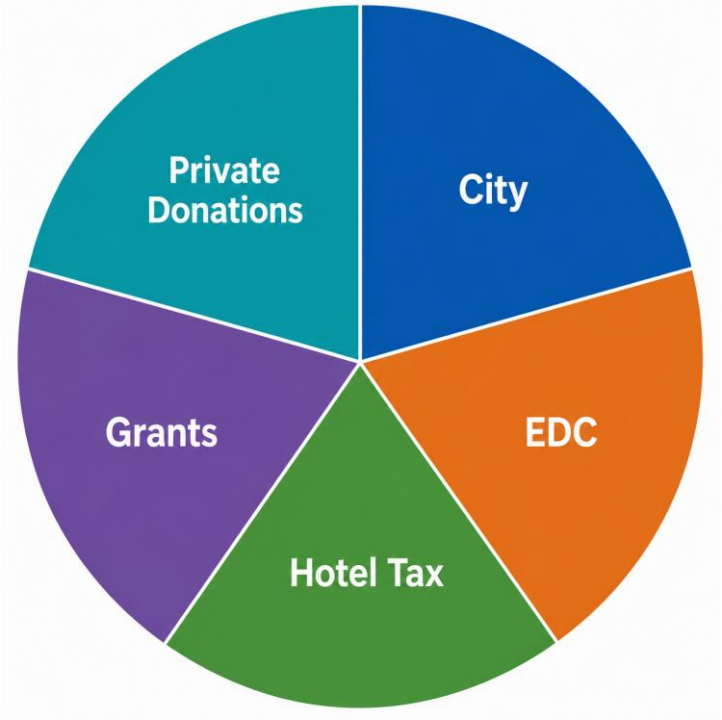
🎭 **Arts**

💼 **Small Business**

🏡 **Property Values**

This investment creates activity, not just another building.

How Do We Pay For It?



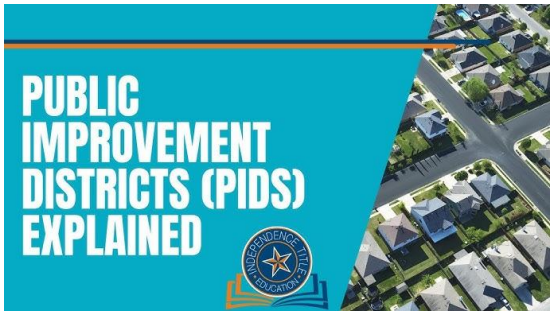
Use several funding sources instead of relying on just one.

How Does It Support Itself?









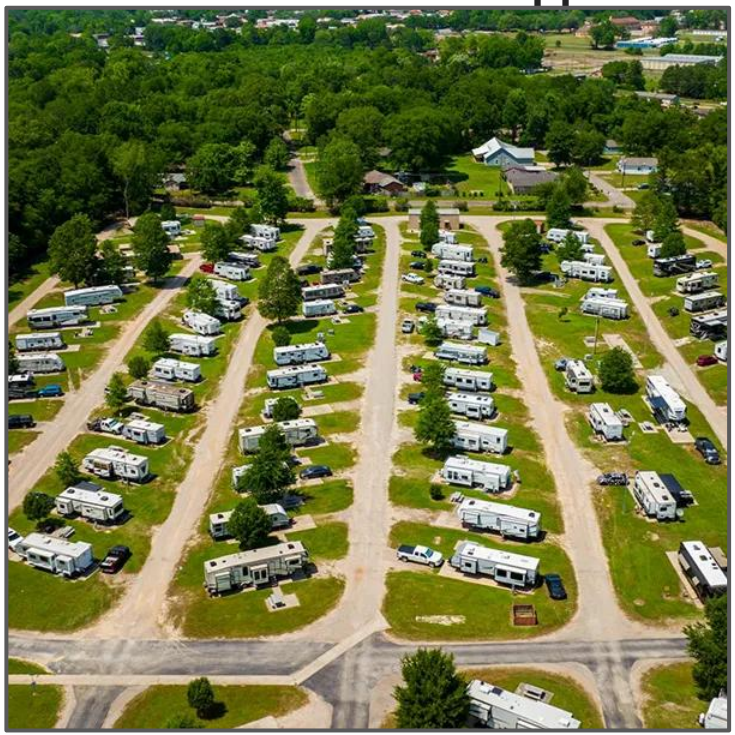






Every piece helps pay for the next generation.

What Happens To The Existing Property?







Sell it, lease it, or keep it as another income-producing city asset

Who Operates It?



A community project with professional management and public oversight

Other Cities Have Done This



deltabluesmuseum.org/

Population: 14,000

Used blues history to help revive downtown.

Attracts visitors from around the world.

Supports restaurants, hotels, festivals, and local businesses.

Became a key part of Clarksdale identity and downtown revitalization.

A music museum can become an economic development engine.



grammymuseumms.org/

Population: 12,000

Only GRAMMY Museum outside Los Angeles.

Built as a statewide destination.

Combines exhibits, education, performances, and community events.

Draws visitors who also spend money throughout the city.

Great museums become year-round destinations, not just buildings.



nmmusd.org/

Population: 12,000

Internationally recognized collection of more than 15,000 musical instruments.

Located in a small university town.

Hosts concerts, educational programs, and research.

Demonstrates that world-class cultural attractions can thrive in small communities.

You don't have to be a big city to have a world-class attraction.

Small cities across America have built their identity around unique cultural destinations

Imagine Five Years From Now















This becomes the place people tell their friends to visit

Duncanville Doesn't Need Another Museum

Duncanville Needs Something No One Else Has

Let's build a place where music, entrepreneurship, history, and community come together.

Duncanville Special Called Meeting Minutes
Strategic Planning and Priorities for FY 2026-27 Workshop

Tuesday, June 30, 2026

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, June 30, 2026, at 3:00 PM in the Council Briefing Room at City Hall with a quorum to wit:

Council Present:	Mayor Greg Contreras Councilmember DeMonica Gooden Councilmember Don McBurnett Councilmember Jeremy Koontz – attended virtually Mayor Pro Tem Kyle Pennebaker Councilmember Jarred Davis – virtual/in-person at 3:23 PM
Council Arriving At:	
Council Absent:	Councilmember Joe Veracruz

1. CITIZENS' INPUT

Patricia Ebert 115 S. Greenstone
Economic Development

WORKSHOP ITEMS ONLY: NO ACTION WILL BE TAKEN

3. PRESENTATIONS

A. Receive a presentation, discuss, and deliberate funding strategies for Hotel Occupancy Tax (HOT) funds, Duncanville Community and Economic Development Corporation (DCEDC) programs and initiatives, the Capital Improvement Plan, one-time funding opportunities, revenue enhancement strategies, cost reduction measures, and potential operational changes for the FY 2026-27 financial outlook.

Facilitated by Assistant Director of Fiscal Services Jennifer Otey and Interim City Manager Richard Abernethy.

- Assistant City Manager Mark Rauscher and Justin Bragrel of the Texas Hotel and Lodging Association presented on Hotel Occupancy Tax (HOT) funds.
- Director of Economic Development Marlon Goff presented the Duncanville Community and Economic Development Corporation (DCEDC) budget.
- Assistant Public Works Director Shahad Mohammad and Parks and Recreation Director Bart Stevenson presented on Capital Improvement Projects.

The council was asked to prioritize the use of excess fund balance beyond 180 days.

DRAFT

ADJOURNMENT

The meeting was adjourned at 6:45 PM.

APPROVED:

_____
CITY SECRETARY

DRAFT

Duncanville City Council Meeting Minutes

Tuesday, July 7, 2026

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, July 7, 2026, at 6:00 PM in the Council Briefing Room at City Hall with a quorum to wit:

Council Present: Mayor Greg Contreras
Councilmember DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Mayor Pro Tem Kyle Pennebaker
Councilmember Jarred Davis

Council Arriving At:
Council Absent:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

Mayor Contreras read the item into the record, and Interim City Manager Richard Abernethy reviewed each item.

2. CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar.

3. BRIEFINGS / PRESENTATIONS

A. Briefing on Duncanville Police Department Animal Ordinance

Presented by Assistant Police Chief Robert Byrd. Councilmember Gooden stated she requested this item and appreciates the recommendations from the city. She then asked that they also look at the City of Arlington and its animal ordinance, as it references feral cats. Councilmember Koontz suggested having a community forum for citizens to engage with Animal Control on animal care.

B. Briefing on Drainage Master Plan Update

Presented by Assistant Director of Public Works Shahad Mohammad.

C. Briefing on Danieldale Road Diet

Presented by Shahad Mohammad. Councilmember Koontz proposed putting together a workgroup to discuss phasing the project and options. Councilmember Veracruz stated

DRAFT

that option 1 was discussed years ago to connect the bike trails with DeSoto and Cedar Hill. The city is behind on this project in connecting the cities. There was a consensus of council to convene a workgroup to discuss this project.

EXECUTIVE SESSION

The Executive Session was called into session at 6:07 p.m. and Mayor Contreras read the item into the record.
The Council recessed the Executive Session at 7:21 p.m.

A. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

B. City Council shall convene into closed session pursuant to Section 551.071, 551.072, 551.087 to discuss and consider Fieldhouse Operations, deliberate the purchase, exchange, or lease of real properties, being located east of north Main Street, north of Danieldale Road, west of Cockrell Hill Road, and south of W Redbird LN, and to seek legal advice from City Attorney regarding such real property.

The executive session was reconvened at 11:09 PM.
Mayor closed the executive session at 11:40 PM.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

The City Council convened into Regular Session in the Council Chambers at 7:28 p.m. with Mayor Contreras presiding.

Police Chaplin Moises Ruiz introduced Police Chaplin Kevin Williford who delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

4. REPORTS

A. Mayor's Report

Mayor Contreras thanked Chief Stogner for his service to the city and wished him well in his new position. He also reported on the passing of former Public Works employee Steve Miller and reported on the success of the July 3rd and 4th events. He later reported on the passing of former Mayor Jim Tow.

DRAFT

B. Councilmembers' Report

Councilmember McBurnett reported on the July 4th events and thanked staff for their work in making it a success. Councilmember Gooden suggested creating a Champions Path honoring the men and women who have served as mayor of the City of Champions and reestablishing the Historical Commission.

C. City Manager's Report

Richard Abernethy reported that Republic is continuing bush and bulk efforts and hopes to be caught up next week. He gave an update on the Cedar Ridge Road project and informed the public about a scam alert in the city. He also thanked the staff and team for their work on the July 4th festivities, as well as the city council for their participation.

5. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation for Park and Recreation Month 2026

Read by Parks and Recreation Director Bart Stevenson.

B. Recognition of Keep Duncanville Beautiful Summer 2026 Curb Appeal Residential Properties and the Business Beautification Award Recipient

Presented by Assistant Director of Parks and Recreation Tyler Agee.

6. CITIZENS' INPUT

Joseph Shirazi 8201 Wilshire Blvd.
Item 8C

Bertram Rogers 4862 Autumn Hill
Item 8C

Patricia Ebert 115 S Greenstone
Budget

Tai Fang Leu 434 Blueridge Dr.
Tai Fang Leu

Patricia Pope Lee 3500 Maple Ave #800
Item 8D

Andy Taylor 3500 Maple Ave #800
Item 8D

Monte Anderson 544 E. Wheatland Rd.
Police Station and City Manager

DRAFT

Barry Gordon 1751 Crescent Lane
Item 3C

John Morris 700 Jeffrey Way, Round Rock
Item 8D

7. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A. Consider the minutes for the June 16, 2026, City Council Meeting.

B. Consider an Ordinance amending chapter 12, “miscellaneous offenses and provisions,” of the code of ordinances regulating parking on unimproved surfaces; providing purpose and intent; providing definitions; establishing applicability, parking standards, special event override procedures, exemptions, enforcement, and penalties; providing for severability; and providing an effective date.

Moved to individual consideration item 8F.

Mayor Pro Tem Kyle Pennebaker made a motion to table the time at the request of staff, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

C. Consider a Resolution for continuation of an agreement between the City of Duncanville and HUB International for an additional one-year term with three (3) optional renewals beginning October 1, 2026, to provide health and welfare benefit broker consulting services to the Human Resources Department, with an annualized estimate of $52,100, and a 15% contingency of $7,815, not to exceed a total contractual amount of $239,660.

Councilmember Don McBurnett made a motion to approve consent agenda items A, C, and D; Mayor Pro Tem Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

RES 2026-647

D. Consider a Resolution authorizing an MOU to be entered into between the City of Duncanville and Duncanville Independent School District (DISD) for an internship program entitled Duncanville Future Leaders Program maintained and led by the Human Resources Department, with an annualized estimate of $0.

DRAFT

RES 2026-648

8. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Take any necessary action as a result of the Executive Session.

No action taken.

B. Conduct a public hearing and consider an ordinance for a text amendment to Chapter 12C, Boarding Houses and Group Homes, to revise the allowed zoning districts for each land use and to revise and update land use definitions in Article 7 of the Zoning Ordinance, the current procedure for approval/consideration of each land use, and amend the Zoning Ordinance to separate each land use as individual uses listed as ‘Group Homes’ and 'Boarding House' in Article 3 and Article 3, Section 3.04 Additional Regulations for ‘Group Home’ and ‘Boarding House’.

Mayor Pro Tem Kyle Pennebaker made a motion to table the item, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against. Presented by Assistant Planning Director LaSheyla Jones.

Mayor Contreras opened the public hearing at 9:22 PM
Spoke in support: none
Spoke in opposition: none
Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.
The public hearing was closed at 9:25 PM
Mayor Contreras is not in favor of allowing boarding homes or group homes in the city. Mayor Pro Tem Pennebaker recommended tabling this item until after a workshop to discuss the item.

Mayor Pro Tem Kyle Pennebaker made a motion to table the item, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

TABLED

C. Consider a Resolution to revoke Specific Use Permit (SUP) No. 2232 for the Property located at 711 Camp Wisdom Road.

Presented by Assistant City Manager Mark Rauscher.

Councilmember Jeremy Koontz made a motion to approve the item, Councilmember DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

DRAFT

RES 2026-649

D. Consider a Resolution Approving an Agreement with Perdue Brandon Fielder Collins & Mott, LLP for Municipal Court Collection Services

Presented by Director of Fiscal Services/CFO Richard Jackson.

Councilmember Jeremy Koontz made a motion to approve the item, Councilmember Joe Veracruz seconded the motion. The vote was cast 5 for, 2 against (Mayor Greg Contreras and Councilmember DeMonica Gooden).

RES 2026-650

E. Consider a resolution authorizing a mural permit and selection of a mural design for the Duncanville Fieldhouse, 1700 S. Main Street, Duncanville, TX 75137.

Presented by Mark Rauscher.

Mayor Pro Tem Kyle Pennebaker made a motion to table the item, Councilmember Jarred Davis seconded the motion. The vote was cast 5 for, 2 against.

TABLED

9. STAFF AND BOARD REPORTS

A. Board and Commissions Interview Process Options

Presented by Chiquita Taylor. Councilmember McBurnett recommended Option 1 (board interviews by full council) with Option 2 (interviews by subcommittees) to fill vacancies.

B. Report on City Facility Naming and Recognition Options

Presented by Interim City Manager Abernethy. Mayor Contreras suggested we get more information from other cities and workshop this item before moving forward. Councilmember Koontz suggested adding some language in the ordinance that ensures the renaming of the facility doesn't diminish the original justification for the current name. He also suggested adding a public information and input process with clear language for public awareness and transparency. As well as an investigative process that includes the material costs of renaming. Mayor Pro Tem Pennebaker agreed that we should workshop this item and include a public survey and comments. Councilmember Davis requested we look at other cities and consider a waiting period before renaming facilities. Councilmember McBurnett stated he would welcome a workshop of this topic.

DRAFT

C. Report on Police Facility and City Hall Remodel/Ancillary Project

Presented by Richard Abernethy.

Mayor Contreras recessed the regular session at 11:04 PM to reconvene the Executive Session.
The regular session was reconvened at 11: 41 PM.

ADJOURNMENT

The meeting was adjourned at 11.41 PM.

APPROVED:

_____
CITY SECRETARY

DRAFT

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Consider a Resolution for appointments to fill vacancies on the Boards and Commissions.

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Cultivate Community Trust:

- **Foster transparency, two-way communication, and active public participation.**

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
Each year, the board and commission members whose terms are ending in August of that year are given the opportunity to request reappointment to their current board or commission. In addition, the City advertises the need for new board and commission applicants through various media including the City's website, the Champion monthly newsletter, announcements during City Council meetings, and as a utility billing insert. In addition, the City communicated the need for additional board and commission members to the citizens on the City's LED sign at the corner of Main and Wheatland, posters in the City Hall lobby, as well as other forms of social media. These communication tools were successful resources for recruiting new applicants to fill the vacancies.

The City Council held Special Meetings to interview each of the new applicants and the applicants requesting a new board. Once appointments have been made by City Council, the new terms for each will begin immediately.

POLICY EXPLANATION:

City Council will need to formally appoint citizens to the Zoning Board of Adjustment, City Planning & Zoning and Commission, Community Engagement Board, Duncanville Community Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Park & Recreation Advisory Board, and TIF (Tax Increment Financing Reinvestment Zone Number One) to fill the vacancies created by terms expiring in August 2026 as well as resignations over the past year.

FUNDING SOURCE:
N/A

ACTION ALTERNATIVES:
1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:
Board and Commission RES, Exhibit A - Board Appointments 07-21-26

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT OF THE BOARD AND COMMISSIONS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Duncanville, Texas has different Board and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, And Tax Increment Financing Reinvestment Zone Number One (TIF#1); and

WHEREAS, each year the Board and Commission members are given the opportunity to request reappointment to their current board or commission; and

WHEREAS, appointments to vacancies on the City's various Board and Commissions are made each year by the end of the month of August and to fill any vacancies due to resignation; and

WHEREAS, the City Council of the City of Duncanville, Texas, finds it to be in the public interest to make appointments to fill said vacancies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council hereby approves the appointment of the board and commission, which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and elected members shall serve upon successful qualification and taking the oath.

SECTION 2. This Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of July 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

City Council B&C (07-21-2026)

Parks and Recreation Advisory Board
Appointments for Unexpired 1-year Term 2026-2027
1. Miranda Oyarvide

Library Advisory Board
Appointments for Unexpired 1-year Term 2026-2027
2. Mary Ellen Young

Arts Commission
Appointments for 3-year Term 2026-2029
3. Heidi Lee Cruz Falcon

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Consider a Resolution confirming the Interim City Manager's appointment of Ronald Wilcots as the Interim Police Chief.

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Cultivate Community Trust:**
  - **Foster transparency, two-way communication, and active public participation.**

STAFF RESPONSIBLE:
Richard Abernethy

BACKGROUND/HISTORY:
Police Chief Matthew Stogner resigned his position to accept a new role outside the organization effective July 31, 2026. The Interim City Manager has appointed Ronald Wilcots as the Interim Police Chief until the role is filled permanently.

POLICY EXPLANATION:
Under Section 143.013 of the Texas Local Government Code, the Department Head of a Civil Service organization is appointed by the Chief Executive Officer of the municipality and confirmed by the governing body. The appointment would be effective August 1, 2026.

FUNDING SOURCE:
ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:
INTERIM POLICE CHIEF RESOLUTION_Clean CM

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING THE APPOINTMENT OF INTERIM POLICE CHIEF AND DEPARTMENT HEAD OF THE DUNCANVILLE POLICE DEPARTMENT; PROVIDING THE CONFIRMATION OF THE APPOINTMENT OF THE INTERIM POLICE CHIEF AND DEPARTMENT HEAD BY THE CHIEF EXECUTIVE OFFICER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, is a home rule municipality; and

WHEREAS, The City has adopted the provisions of Chapter 143 of the TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, said Chapter of the LOCAL GOV'T CODE provides for the appointment of the department heads by the City's chief executive officer; and

WHEREAS, under the Home Rule Charter the chief executive officer of the City of Duncanville, Texas, is its City Manager; and

WHEREAS, the Interim City Manager has appointed Ronald Wilcots as the Interim Police Chief and Department Head of the Duncanville Police Department; and

WHEREAS, the City Council has informally consented to such appointments; and

WHEREAS, the formal action of the City Council is required to confirm such appointments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: The City Council of the City of Duncanville, Texas, hereby confirms the appointment of Ronald Wilcots as the Interim Police Chief and Department Head of the Duncanville Police Department, for the City of Duncanville, Texas.

SECTION 2: This Resolution shall become effective on August 1, 2026.

DULY PASSED AND APPROVED by the City Council of the City of Duncanville, Texas, on this the 21st day of July, 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:

Consider a Resolution authorizing the Interim City Manager or Designee to execute Contract No. 26-0003-A with IsLeCo Investments, LLC; MJ Thornton, LLC dba DFWParty2Go; Sorrell's Enterprises, LLC for Parks and Fieldhouse Concession Services.

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Invest in People and Places:

- **Support walkable, connected neighborhoods and advance equitable infrastructure.**

Empower Economic Opportunity:

- **Promote strategic reinvestment in commercial corridors and support small businesses.**

STAFF RESPONSIBLE:
Tyler Agee
Bart Stevenson
Elton Brock

BACKGROUND/HISTORY:

The City of Duncanville Parks and Recreation Department utilizes concession operations to support league play, tournament play, splash pad operations, scheduled facility usage, and special event activity at City parks and recreation facilities. Contract

No. 26-0003 would authorize IsLeCo Investments, LLC; MJ Thornton, LLC dba DFWParty2Go; Sorrell's Enterprises, LLC to furnish and operate food and drink concession services at City-designated concession locations, including the Duncanville Fieldhouse, Armstrong Park, Harrington Park soccer and baseball concession stands, and Alexander Park, as identified in the agreement. The contractor is responsible for furnishing equipment, materials, supplies, labor, permits, insurance, and licenses necessary to provide the services. The contractor must coordinate operating schedules based on facility use, maintain proper food handling permits and required insurance, comply with applicable federal, state, and local laws, and conduct operations in a clean, orderly, safe, and non-discriminatory manner. The agreement establishes an initial one-year term and automatically renews for four additional one-year terms unless terminated in accordance with the contract, not to exceed five years total. The agreement also requires monthly payments to the City based on the percentage or amount submitted in the pricing spreadsheet.

POLICY EXPLANATION:
This item supports execution of a concession services agreement following the City's procurement process for goods and services. The City procurement policy recognizes Request for Proposal solicitations as a method that includes a scope of services, evaluation criteria, terms and conditions, and cost proposal components. The policy provides that award of a Request for Proposal shall be made to the responsible offeror whose proposal is determined to be most advantageous to the City based on the evaluation criteria. City Council authorization is appropriate because the agreement grants the use of City concession facilities, establishes multi-year contractual authority, and allows the City Manager to execute and administer the agreement in accordance with its terms.

Summary of Agreements

Contract No.	Contractor	Service	Term
26-0003-A	IsLeCo Investments, LLC	Parks concession services	Initial one-year term with four automatic one-year renewals, not to exceed five years total
26-0003-B	MJ Thornton, LLC dba DFWParty2Go	Parks concession services	Initial one-year term with four automatic one-year renewals,

			not to exceed five years total
26-0003-C	Sorrell's Enterprises, LLC	Fieldhouse concession services	Initial one-year term with four automatic one-year renewals, not to exceed five years total

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve a Resolution authorizing the City Manager to execute Contract No. 26-0003
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Evaluation Grid - 26-0003 CONCESSION SERVICES - Best and Final Offer and Analysis, BAFO - Harrington Park - Party2go, BAFO - Alexander Park - Isleco, BAFO - Fieldhouse - Sorrells, General Services Agreement - Parks Concesions wiith DFW Party2Go, General Services Agreement - Parks Concesions wiith IsLeCo Investments, General Services Agreement - Parks Concesions wiith Sorrel (1), Duncanville Parks Concession Resolution (2)

RFP 26-0003 Concession Service at City Parks & Facilitites
Evaluation Sheet - Best and Final Offers

	DESCRIPTION OF FACTORS	MAXIMUM SCORE	Party2go Dallas, TX	IsLeCo Invetment Lancaster, TX	Sorrells Enterprise, LLC McKinney, TX
	TECHNICAL QUALIFICATIONS				
2	1) Functional Requirements & System Capabilities	30	28	26	28
	2) Technical Requirements & System Architecture .	15	13	11	14
	3) Implementation Plan & Project Management	15	13	10	14
	4) Vendor Experience & Qualifications.	15	15	8	15
	5) Cost Proposal	15	15	10	10
	6) Training, Support & Customer Service	5	5	3	5
	7) Reporting & Data Management	5	5	3	5
	TOTAL:	**100**	**94**	**71**	**91**

	"Recommended" Concession Stand Location	Harrington Park	Alexander Park	Field House
	Proposed Revenue		**30% of Gross Sales**	**22% of Gross Sales**	**$10,000 per month + see pdf Sorells BAFO**
1	Did Contractor meet the Mandatory minimum requirements?	**YES / NO**	**Yes**	**Yes**	**Yes**

Comments regarding the award score, if any: The committee determined that it was best to offer contracts to all companies, and separate the work, maximizing the opportunities for success.

All concession contractor's should report & remit aprofit sharing payments to the City by the 5th business day of each month.

Evaluator's Name: Tyler Agee

Evaluator's Name: Johnathan Deleon

Evaluator's Name: Craig Brasfield

Evaluator's Name: Mark Rauscher

Approved: Elton D. Brock, MBA,CTPM, CTCM, CPSM, C.P.M.

Pricing Changes from Initial Proposal to Best and Final Offers

Cost/Benefit Analyis for Award of Parks Concessions:

1 City currently receives **NO revenue** from either Harrington Park or Alexander Parks Concessions

2 City expends funds of approximately **$5000 yearly** on operations and maintance of concessions facilities (non-inclusive of cost to build the facilities)

Award Recommendation:

These agreements for Parks Concessions **are financially beneficial** to the City.
Splitting the award to two companies will ensure long-term success, especially for the smaller company.
Harrington and Alexander Parks Patrons and Visitors would benefit from enhanced service levels and menu offerings.

Cost/Benefit Analyis for Award of Fieldhouse Concessions:

1 City receives (3yr avg) approximatly $424,000 in yearly revenue from Fieldhouse Concessions

2 City expends (3yr avg) approximately $212,196 in food and beverages yearly costs

3 City expends (3yr avg) approximately $175,000 in full and part-time labor yearly costs

4 City expends (3yr avg) approximately $33,000 in annual operational/service yearly costs

*The costs of water, gas, electricity are not included in the analysis, as the meters are for the entire facility.

Revenue vs Costs is calculated as $424,000 - $420,196 = $3,804 yearly profit (current operations)

Award Recommendation:

The agreement for Fieldhouse Concessions **is financially** beneficial to the City.
There would be **NO costs** for Food/Beverages or Labor for the City.
Estimately revenue is **$120,000 yearly** (first two years) and **$144,000** (final three years - optional) - total value **$672,000**
The City would receive approximately **$80,000** in a hard investment for **improvements to the Concessions area**.
There would be NO impact for potential third-party Fieldhouse Operations agreements, as all contracts will be honored.
Fieldhouse Patrons and Visitors would benefit from enhanced service levels and menu offerings.

EXHIBIT A - DFWParty2go COST PROPOSAL - Best and Final Offer	
Description	**Rate**
Award Location	**Harrington Park**
Commission Percentage of Gross Sales to City	**30%**
Sales Reports and Fees due to City	**15th of each month**

Sales Reports shall be submitted electronically to accountspayable@duncanville.com and Duncanville Parks at tyler.agee@duncanvilletx.gov

Please provide any additional fees not listed above on a separate document to be considered with your proposal.

Prices listed above are good for 120 calendar days after receipt of proposal

Signature: _____

Name: Mario Thornton

Date: 5/4/26

May 4, 2026

Diane Mitchell
City of Duncanville
203 E. Wheatland
Duncanville, Texas 75116

RE: BAFO - RFP 26-0003 – Concession Services at City Parks & Facilities

Dear Diane:

DFWParty2Go accepts the City's proposed pricing and requirements. We have reviewed the equipment requirements and agree to furnish the baseball, and soccer concession stands at Harrington Park with exact or like model appliances of commercial grade.

We also certify that:

1. The proposed equipment will allow us to safely and effectively provide concession services.
2. All equipment will be installed prior to the beginning of concession operations.
3. We will comply with all City Health Codes and maintain the ability to pass spontaneous health inspections.
4. Additional equipment, fixtures and modifications are listed below.

Best regards,

MJThornton LLC dba DFWParty2go
11655 Audelia Rd, Apt 206
Dallas, Texas 75243
dfwparty2go@yahoo.com
214-466-2687

Additional Equipment/Fixtures/Modifications

1. I would like to replace the under-counter freezer with a under-counter refrigerator.

2. If possible, I would like to move the bakers rack over by the ice machine and place a Mini Melts ice-cream merchandizer in its place.

3. I would also like to have a stainless steel shelf mounted above the hotdog/food warming station to display the chips and candy.

4. Instead of using a hot food merchandiser, I would be using a full size 2 pot food warmer for the chili and cheese.

5. I would like to remove item #15 (glass screen), however if the city deems it mandatory, we will comply.

6. If the internet goes down, we will use the square app on our phones with our backup Bluetooth credit card readers.

Square Register Kit



In stock · Free standard shipping available

Square Register Kit

Includes Square Register (2nd generation), cash drawer, and receipt printer. Add on Square Handheld for tableside ordering and payments.

ITEM



True TUC-27-C-HC 27 5/8" Compact Undercounter Refrigerator

#890TUC27CH - EACH Save for Later

plus Usually Ships in 5 - 7 Weeks Ships via Common Carrier Free Shipping



Regency 30" x 84" 16-Gauge 304 Stainless Steel Commercial Open Base Work Table with 4" Backsplash

Arrives in 2 - 4 business days #600WT30X84BS - EACH Save for Later

Ships via Common Carrier



Avantco 30 Hot Dog Roller Grill with Pass-Through Canopy and 100 Bun Cabinet

#177RG30KIT2 - EACH Save for Later

plus Free Shipping

Regency 12" x 120" 16 Gauge Stainless Steel Heavy-Duty Solid Wall Shelf

Arrives in 2 - 4 business days #600WS12120HD - EACH Save for Later

Ships via Common Carrier



Bunn 54100.0100 ITCB Infusion High Volume Platinum Edition Black / Silver Twin Automatic Combination Coffee / Tea Brewer - 120/240V, 6000W

#234541000100 - EACH Save for Later

Usually Ships in 2 - 3 Weeks Ships via Common Carrier



Solwave Ameri-Series Medium-Duty Stainless Steel Commercial Microwave with Push Button Controls - 120V, 1,200W

Arrives in 2 - 4 business days #180MWAS12T - EACH

plus Free Shipping

3 1/2 Year Extended Warranty PWI:480556



Choice 6 oz. One-Piece Stainless Steel Ladle with Black Coated Handle

#407CHLDLBK6 - EACH Save for Later

plus



Thunder Group 7 Qt. Stainless Steel Vegetable Inset SLIP003

#407TSLIP003 - EACH Save for Later



Choice 7 Qt. Notched / Hinged Stainless Steel Inset Cover

#407INLHN7 - EACH Save for Later

plus



Avantco W50CKR 12" x 20" Full Size Electric Countertop Food Warmer - 120V, 1500W

#177W50CKR - EACH Save for Later

plus Free Shipping



Choice 2 Hole Steam Table Adapter Plate with 8 3/8" Holes - for 7 Qt. Insets

#407CAP2H810 - EACH Save for Later

plus



Avantco Ice KMC-F-430-BA 30" Air Cooled Modular Full Cube Ice Machine with 375 lb. Bin - 397 lb.

Arrives in 2 - 4 business days #194KMCF430BA - EACH

plus Ships via Common Carrier Free Shipping

Double Door

Small Medium Large

KEY FACTS | SPECS | DOWNLOAD



Type: Double Door Small

Manufacturer: True

Dimensions (inches): H = 78.63
W = 39.50
D = 29.63 - 29.88

Capacity: 20oz Bottle = 420

Energy (kW/h): 4.78 - 5.21 2011 Equipment

ENERGY STAR?*: Yes

Amps: 6.8

Weight (lbs): 400 - 415

Brands per Unit: 20

Shelves: 5



Click to see full view

Majestic Popcorn Machine - 16oz Stainless Steel Kettle Makes up to 96 Cups - Electric Popcorn Popper Machine with Scoop, Measuring Cups, Serving Bags and Buckets by Superior Popcorn Company

Visit the Superior Popcorn Company Store

Mini Melts Grab & Go Freezer

A fully branded grab-and-go Mini Melts freezer with 320-cup capacity and inventory tracking designed to maximize impulse purchases.



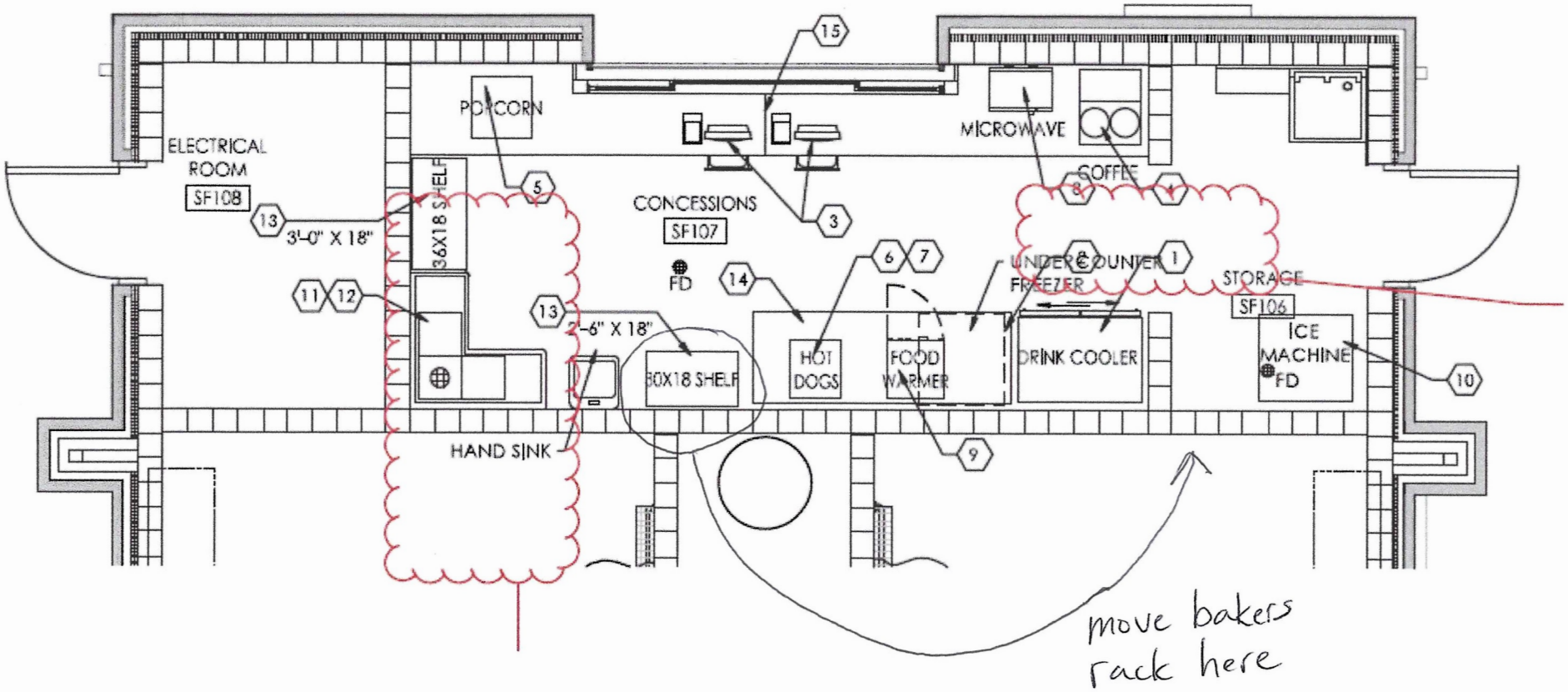

ELECTRICAL ROOM
SF108
13
3'-0" X 18"
36X18 SHELF
POPCORN
5
CONCESSIONS
SF107
FD
15
3
MICROWAVE
COFFEE
8
4
UNDER COUNTER FREEZER
6
7
14
11
12
13
2'-6" X 18"
30X18 SHELF
HOT DOGS
FOOD WARMER
DRINK COOLER
STORAGE
SF106
ICE MACHINE
FD
10
9
HAND SINK
move bakers rack here

EXHIBIT A - IsleCo Investments LLC
COST PROPOSAL - Best and Final Offer

Description	Rate
Award Location	**Alexander Park**
Commission Percentage of Gross Sales to City, not including sales tax and POS fees	**22% contingent upon Assurances**
Sales Reports and Fees due to City	**15th of each month**

Sales Reports shall be submitted electronically to accountspayable@duncanville.com and Duncanville Parks at tyler.agee@duncanvilletx.gov

Prices listed above are good for 120 calendar days after receipt of proposal

Assurances:	
A)	City supplies all stand fixtures commensurate to City of Duncanville Health Department Regulations including, but not limited to: Plumbing (Water/Sewer/Sinks) and Electrical (Lighting/HVAC)
B)	City allows usage and access to "old concessions stand" for concessionaire additional storage and refrigeration units
C)	City leaves any functioning Appliance, Shelving, Prep Table for Concessionaire consideration and use.
D)	City removes COVID era barrier from stand window

Appliances:

Upon Contract Award and prior to concessions start (Est 6/12) the following Appliances will be available for use:

2 Skytab Self Order Kiosk	1 True Commercial Refrigerator
1 Skytab POS w/ kitchen Printer	1 Deep Freezer
1 GSC 2 bowl Slushy Machine	1 Commercial Food Warmer
1 Commercial 3 tank drink Dispenser	3 Black and Decker Airfryers
1 Popcorn Maker	2 Barrel Pit Grills
2 Tripple Slow Cookers	1 Commercial Toaster

1. This commercial-grade equipment will allow our organization to safely and effectively provide concession services.
2. The required equipment needed for our firm to begin service will be installed before the beginning of concession operations.
3. Our firm will identify any additional equipment, fixtures, or operational needs required to provide safe food handling, comply with the City's Health Code, and maintain the ability to pass spontaneous health inspections based on the menu our organization has provided during the bid process.

Signature: _____

Name: La Taushia La Flore

Date: 5/6/26

EXHIBIT A - Sorrells Enterprises, LLC COST PROPOSAL - Best and Final Offer	
Description	**Rate**
Award Location **Monthy Concession Operation Fee** **Commission Percentage of Gross Sales to City**	**Duncanville Fieldhouse** **$10,000**
Sales Reports and Fees due to City	**15th of each month**

Sales Reports shall be submitted electronically to accountspayable@duncanville.com and Duncanville Fieldhouse at craig.brasfield@duncanvilletx.gov

Please provide any additional fees not listed above on a separate document to be considered with your proposal.

Prices listed above are good for 120 calendar days after receipt of proposal

Signature: Johnnie Sorrells

Name: Johnnie Sorrells

Date: May 6, 2026

Proposed Agreement Terms

Ted E's Kitchen proposes an initial two (2) year operating agreement at a rate of $10,000 per month.

Following the initial term, we request three (3) additional one-year renewal options at $12,000 per month each, exercisable by mutual agreement of both parties.

This structure allows Duncanville Fieldhouse to benefit immediately from substantial facility improvements while providing long-term operational stability and continued investment in the venue.

Facility Improvement Commitment

As part of this partnership, Ted E's Kitchen will invest in substantial renovations and upgrades to the concession operation, including:

Structural Improvements

- Installation of walls and service counter improvements in the snack area.
- Installation of an overhead roll-up/garage door for enhanced service flexibility.
- Improvements to customer access and service areas.

Kitchen and Equipment Upgrades

- Installation of a 60-inch sandwich preparation refrigerator.
- Installation of a 48-inch flat-top grill with chef base table.
- Installation of a steam table.
- Installation of a commercial steamer.
- Addition of a second soda fountain station.
- Installation of new refrigeration and merchandising equipment.
- New Coca-Cola merchandisers and beverage displays.

Customer Experience Enhancements

- New interior dining tables and chairs.
- New outdoor patio tables and seating.
- Enhanced customer flow and designated ordering/pickup areas.
- Improved menu displays, signage, and branding elements.
- Upgraded service counters and transaction areas.

Project Investment

Ted E's Kitchen anticipates investing approximately $80,000 into the concession facility improvements, including:

- Demolition and site preparation
- Construction of walls and roll-up door systems
- New commercial kitchen equipment
- Interior and exterior furniture
- Painting, finishes, and signage improvements
- Contingency and project management costs

Benefits to Duncanville Fieldhouse

Through this partnership, Duncanville Fieldhouse will receive:

- A modernized and more attractive concession facility.
- Increased customer satisfaction and guest experience.
- Improved food service efficiency and reduced wait times.
- Enhanced food safety and operational compliance.
- Increased sales potential through expanded service capabilities.
- Reduced maintenance concerns through updated equipment and infrastructure.
- Greater appeal for tournaments, events, and community activities.
- Long-term facility improvements with no capital investment required from Duncanville Fieldhouse.

Project Timeline

Upon execution of an agreement, the renovation project is expected to be completed within approximately four (4) weeks, including planning, permitting, demolition, installation, and final inspection.

Conclusion

Ted E's Kitchen is committed to creating a first-class food service operation that complements the quality and reputation of Duncanville Fieldhouse. We believe this proposal represents a mutually beneficial partnership that will enhance the facility, improve the guest experience, and create additional revenue opportunities for years to come.

We appreciate your consideration and look forward to a successful partnership.

Jason Sorrells & Ted Estrada

PROFESSIONAL SERVICES CONTRACT
NUMBER 26-0003-B
(CONCESSION SERVICES)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(MJThornton, LLC. dba DFWParty2Go)**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided
Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary services and deliverables, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees.

Section 2. Term of Contract
The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for an initial one (1) year period and shall automatically renew for four (4) additional one-year terms, not to exceed five (5) total years, unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

Section 3. Contractor Obligations
CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

A. To the extent it is reasonably necessary for CONTRACTOR to perform the services under

this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

B. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly payments per the requirements of **Exhibit A.** Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CITY agrees that there shall be no additional charges, surcharges, or penalties to the CONTRACTOR for payments made by credit card or electronic funds transfer.

B. Proper documentation must include a unique payment number, and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Payment documentation shall be itemized.

C. The CITY is a tax-exempt legal entity of the State of Texas, and will furnish a tax exemption certificate upon request.

Section 5. Payment

The CONTRACTOR is responsible for making payments to the CITY in accordance with the terms specified in **Exhibit A** and Section 5. Payments must be supported by all required documentation submitted by the CONTRACTOR and must correspond to authorized and properly performed services, as outlined in **Exhibit A** or as amended in writing by the CITY. All payments to the CITY shall be based on the supporting documentation provided by the CONTRACTOR, following the schedule detailed in **Exhibit A**.

Payment will be made by check unless both parties agree to payment by credit card or electronic transfer of funds (EFT). Payments shall be made within 30 days of the CITY's receipt of the CONTRACTOR's required supporting documentation. If payment is not made timely, interest will accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. However, if payment is withheld for a reason permitted under this contract, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skills and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies

in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Contract ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Contract.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Contract are "works for hire"

and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended and applicable. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event. CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles,

trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person, and not less than One Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Contract.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to

as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this contract. This provision shall survive the termination of this contract.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes

in a company name or ownership must be accompanied by supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating to or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give

consideration to qualified individuals nominated to act as mediators. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging in the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR

and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to PROFESSIONAL:
Patillo, Brown, and Hill, LLC
401 West State Highway 6
Waco, Texas 76710
254-772-4901
pbhcpa.com
tpruitt@pbhcpa.com

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**
CONTRACTOR certifies that it is not an abortion provider, nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**
Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**
Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**
No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any

solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTORS will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed and approved to date shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide CITY with a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business day(s). CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not

engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This

action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.
The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.
Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.
This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all but together signed by all of the parties hereto.

Section 38. Exhibits
The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work
The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the

location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products

for supplies acquired for use in the United States.
C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective

measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of

Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Contract from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the

CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 61. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Section 62. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

Section 63. Business Registration in Texas.

As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws and policies regarding registration requirements. https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.
https://comptroller.texas.gov/taxes/publications/94-108.php

Section 64. **Cooperative Purchasing**

When stated specifically in the solicitation or contract, the City of Duncanville may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of Duncanville is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive proposal requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor about any purchase by the participating agency. The City of Duncanville shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms are in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**PATILLO, BROWN, AND HILL, LLC**
Authorized Signature	**Authorized Signature**
Name: Robert D. Brown, Jr. **Title: City Manager**	**Name:** **Title:**
Date	**Date**
972-780-5058 **Phone Number**	254-772-4901 **Phone Number**
purchasing@duncanvilletx.gov **Email Address**	**Email Address**
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

The Contractor shall furnish and operate the Food and Drink concessions at the Duncanville Fieldhouse, Armstrong Park, Duncanville Splashpad Concession Stand, Harrington Park – Soccer Concession Stand and Baseball Concession Stand. The Contractor shall furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this Contract.

A. The Contractor shall provide the following:

1. During league and tournament play; provide a fee payment to City based on a monthly fee for the year as defined in Exhibit A.
2. A description of the type of products to be sold and the respective selling prices for each item shall be established and provided to the City. Access to utilities at the site may determine products permitted to be sold (See Attachment 1 for additional information about park concession facilities).

NOTE: The sale of tobacco products and alcoholic beverages is not allowed. The City Manager and/or the Parks Director has the authority to require or prohibit the sale of specific items, and the City of Duncanville reserves the right to require the sale of a specific brand of product to the exclusion of others.

3. Written confirmation from an insurance agency of ability to secure the required general liability insurance. Insurance types and amounts are explained in detail in Section 2.C.31. The Contractor selected by the City shall furnish proof of insurance prior to contract execution in the form of an insurance certificate to the Purchasing Department or other proof satisfactory to City.
4. Operating schedule and personnel that permits for the operation of the concessions. An annual schedule of seasons will be given at the beginning of the season. General dates relating to league play will be given at least 30 days prior to beginning of each youth sports season. A specific schedule for league and tournament games will be given to the Contractor at least five (5) days prior to the start of the league/tournament.

B. Contractor Responsibilities

The Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements.
2. Maintain proper food handling permits from City, as required.
3. Maintain proper and verifiable licenses and certifications, as required.
4. Adhere to all Federal, State and Local laws, ordinances and regulations at all times.
5. Perform the services and operate in an environmentally sound way so as not to create damage or cause exposure by virtue of negligence or omission.
6. Ensure all equipment and fixtures for this operation are of modern design, quality material, sufficient in number to adequately serve the public, and provided by the Contractor as his/her expense and subject to approval by the City Manager or his/her designee. Equipment shall be maintained by the Contractor.
7. Obtain food service permits from the City's Permitting Department. All Health Department permits and inspection reports must be displayed prominently at the food

service window. Contractors must secure a health permit for each concession stand. Once permit fee has been paid contractor will need to set up a health inspection, and information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the fall and spring season, Failure to do so may result is delay of opening concession stand.

8. Before submitting quotes, each Contractor will be held responsible for having examined each site and satisfied as to the existing conditions under which he/she will be obligated to operate or that will in any manner affect his/her services under the contract, to include electrical service availability. No allowances shall be made in this connection on behalf of the Contractor for any error or negligence on his/her part.
9. Contractor, or designee will directly supervise this operation at all times to ensure satisfactory operation to the City and efficient service to the public.
10. Ensure that a Certified Food Service Manager or his/her designee are on site at all times during operations of any of the concession locations. All employees working at the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass an accredited food handler program that has been approved by the Texas Department of State Health for City of Duncanville Services (TXDSHS) or by the American National Standards Institute (ANSI). Upon completion of training program, provide a copy of the certificate to the City of Duncanville, if requested. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
11. Conduct concessions operations in a clean, orderly and legitimate manner and in accordance with existing ordinances and laws regulating food concession. No rubbish, glass, plastic, or cardboard boxes of any kind shall be thrown upon the grounds or in any building by Contractor or Contractor's employees.
12. Not discriminate against any employee or Contractor for employment in providing the public service specified in this agreement because of race, color, religion, sex, national origin, disability, genetic information, or age. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Contractors will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, genetic information, or age.
13. Ensure that all employees:
a. Meet the minimum requirements as referenced in federal and state law. In addition, the Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are at work.
b. Are at least sixteen (16) years of age. Supervisors must be at least (eighteen) 18 years of age.
c. Do not possess, use, or be under the influence of alcohol or controlled substances while in performance of this service. Violation of this requirement shall constitute grounds for termination of this contract.
d. Are well groomed and appropriately dressed at all times when on duty.
e. Successfully pass background checks, and the Contractor must be able to produce verification of successfully passed background checks for all employees working the concession stands, executed within the past one (1) year. Contractor agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Contractor shall remove any person that the City determines unacceptable by

reason of criminal history or other conduct deemed by the City to be unsuitable to be working with or near children, or the public generally.

C. General Standards and Procedures

1. Payment to City – Monthly payments to the City in the percentage or amount submitted with the pricing spreadsheet. Page | 12

2. Concession Sales - Contractors shall be prepared to provide food and drink for sale starting thirty (30) minutes prior to the official start of the event and keep available for sale of food and drink products (no glass bottles are permitted) for which there is, or shall be, a reasonable demand throughout the duration of the scheduled events. All prices must be visible to customers at all times. A copy of the price list shall be provided to City and kept on file with this contract. Any changes to the menu and/or pricing shall be submitted to and approved by the Parks Director or designee.

The Contractor is encouraged to consider offering team packages (food and beverages).

Price of product after initial price scale is approved by the City shall not increase by more than 10% in the first year. However, if there is a significant increase in product price, the Contractor may appeal to the Parks Director or designee for a price increase.

3. Contractor will include in the quote the minimum number of employees that will work at each concession stand. This will be a factor in awarding the contract to the most beneficial Contractor.

Failure of the Contractor to provide the minimum number of employees will be grounds for breach of contract and subject to the termination clause included herein.

4. Hours and Access - The Parks Director or designee, reserves the right to regulate the hours the Contractor may be in the complex.

The Contractor will be provided with two (2) keys to the concession stands. Contractors are not permitted to make additional keys without the written approval of the Parks Director or designee. The City retains the privilege of access to the structure, as City deems necessary, for routine maintenance, inspection, and emergencies.

5. Concession Location - The Parks Director or designee reserves the right to designate and/or restrict locations where Contractors may set up/conduct a concession business on the park premises.

6. Advertisement Signs – No advertisement signs are permitted in the complex, parking lots, or outside of the Sports complex, without written approval from the Parks Director or designee. All advertisement signs must be pre-approved in writing by the Parks Director or designee prior to installation and meet all current city ordinances and regulations.

7. The Contractor will not be permitted to sell or give away any tobacco products or alcoholic beverages.

8. The Contractor will not be permitted to sell sunflower seeds and/or shelled nuts, gum, nor items in glass containers.

9. All City, State, County and other governmental regulations relative to public health shall apply to this concession operation.

10. No sales with any element of chance are permitted within the park complex.

11. No hawking or noisy canvassing for sale shall be made within the park complex.

12. No novelties, clothing, or school supplies shall be sold on premises by Contractor without the approval of the Parks Director or designee.

13. The Contractor is an independent contractor. Neither the Contractor nor its employees will be considered employees of the City of Duncanville.

14. The Contractor shall make collections and deposits of all monies at intervals of such frequency as necessary to discourage vandalism, theft or robbery. An authorized plan for accounting shall be established to fully reflect sales.
15. Payment Due - By the 1st of each month, payment shall be made for the current month's operation. A ten (10) percent per day late fee will be assessed if payment is not received by the 5th of the month.
Payment can be made by check only, mailed to:
City of Duncanville
Attn: Accounts Payables Department
203 E. Wheatland Road
Duncanville, Texas 75116 Page | 13
16. Payment Default - In case the Contractor fails to pay the monies due to the City of Duncanville by the 10th of each month, pursuant to the terms of this agreement, the Parks Director or designee has the option to terminate the contract and may immediately revoke the privileges herein conveyed.
17. Health Permit - All food and drink concession operations will need food service permits issued by the Permitting Department. Final approval and issuance of health permits will be completed upon review of menu and facilities provided. Health permits cannot be obtained until approved by the City Permitting Department. For additional information, please call the City's Permitting Department, at (972) 780-5000.
The Contractor shall display all Heath Department permit and inspection reports prominently at the food service window.
18. Inspection - Contractor's operation will be subject to inspections based on all contractual requirements and in accordance with all existing ordinances and laws regulating food concession.
19. Trash - The Contractor shall be responsible for all trash within the concession facility, and such trash/debris must be removed when operating the concession. Trash is to be placed in trash bags and placed in trash dumpster located at the facility. No trash is to be left overnight in the concession facility or in bags sitting outside the facility. Any boxes or large items must be broken down and placed in trash bags and disposed of in trash dumpster.
20. Utilities - Electric power, sewer, and water from existing outlets in the complex area may be used for the operation of concession equipment. The City will be responsible for paying for water and electrical usage for the concession stands. Any additions or improvements for electricity, sewer, water, or any other utilities desired by Contractor shall be installed at Contractor's sole expense only after approval by the Parks Director or designee. In no event shall the electric load be connected which will exceed the available circuit capacity. The City expects the Contractor to conserve power, water, etc. when able and to report all problems immediately. The City is not responsible for loss of product due to utility outages.
21. Alterations - Any changes or alterations within any of the concession locations shall be made at the expense of the concession operator; and no changes or alterations shall be made without the written approval of the Parks Director or designee. All approved items fixed to the concession become a part of the building and cannot be removed at the end of the contract. Contractor agrees to provide insurance as set forth in the specifications.
22. Other Concession Contracts - The City reserves the right to offer other concession services such as food trucks and vendors during special events and tournaments.
23. Sublet of Concession - The Contractor shall not sell, sublet or assign this contract or any portion thereof to any other person or persons, except upon the written approval of the

Parks Director or designee. Any assignment or lease under this provision shall be subject to all of the provisions of this contract.

24. Violation of Contract, Law, and/or Ordinances - Any employee of the Contractor that is found violating any law or ordinance or condition of this contract or becomes objectionable and offensive to the good order and use of said grounds, the Contractor shall be required to immediately remove any such person from said grounds at once. The Parks Director or designee may, in addition thereto, terminate and cancel this agreement at its option, and have the equipment removed from the area.

25. Liability - The City of Duncanville does not guarantee police protection and will not be liable for any loss or damage sustained by the Contractor. City agrees to allow Contractor to terminate service and remove equipment without penalty from concession locations where excessive vandalism may occur.

Determination of excessive vandalism will be according to the judgment of the Parks Director or designee. Contractor shall hold and save the City of Duncanville whole and harmless from any and all claims for damages of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of or resulting from or in any way connected with the exercise of the privilege herein granted, except for any loss or damage resulting from the negligent acts of any employee of the City of Duncanville. Nothing herein shall be construed to alter Contractor's status as an independent Contractor. The City of Duncanville expressly denies any implied master-servant relationship or any constructive employment of Contractor.

26. Indemnity Agreement - Except as hereinafter set forth in this Contract, the Contractor shall indemnify and hold harmless the City of Duncanville, “Owner,” the Owner’s Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney’s fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the Contractor’s proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the respondent, a subcontractor of the respondent, anyone directly or indirectly employed or contracted by the respondent or anyone for whose acts the successful respondent may be liable.

27. Interruption of Service Clause - The Parks Director or designee may at any time for cause order the entire concession or any portion of the concession closed down. Cause shall include but not be limited to the protection of the public; conflict with approved City of Duncanville sponsored or co-sponsored special events. Written notice of such mandatory closing shall be provided to the Contractor within 72 hours prior to the effective mandatory period of cease in services.

28. Right to Audit - The City of Duncanville shall have the right to audit the Contractor’s books and records pertaining to this contract.

29. Lien - The Contractor hereby grants to the City a lien upon all of his or her property now or at any time hereafter placed in or on the said premises to secure the payment stipulated to be paid for the concession privilege, all exceptions of such property being waived.

30. Vacating the Property - The Contractor agrees to vacate the park premises complex without delay upon ten (10) days after termination by either party. In the event the contract is for any reason cancelled, or at the termination of the contract; and, in case the Contractor fails to vacate the said premises upon aforesaid cancellation or at the termination of the

contract, the City shall not be responsible for any damage that might occur to said Contractor by virtue of the City forcibly removing the property of the Contractor and without prejudice to any remedies which might otherwise be used for possession or for arrears of payment.

D. Other Information

Operating Hours for these facilities will be based on scheduled usage.

• Fieldhouse Armstrong Park - 100 James Collins Blvd, Duncanville, TX 75116
• In-house concession stand & grill - Based on scheduled use for the facility, Tournaments and weekends Games
• Splashpad Concession Stand – May – August, 7 Days a week, 10 am-8 pm (Flexible on the hours)
• Harrington Park – 1815 Cockrell Hill Road, Duncanville, TX, 75137
• Soccer Concession Stand – Based on scheduled use for the facility, Tournaments and weekends Games
• Baseball Concession Stand - Based on scheduled use for the facility, Tournaments and weekends Games
• Alexander Park – 715 Alexander Ave, Duncanville TX, 75137
• Concession Stand - Based on scheduled use for the facility, Tournaments and weekends Games

May 14, 2026

MJThornton, LLC dba DFWParty2go
11655 Audelia Rd, Apt 206
Dallas, Texas 75243
dfwparty2go@yahoo.com
214-466-2687

RE: RFP 26-0003 – Concession Services at City Parks & Facilities

Dear DFWParty2go:

Thank you for submitting your Proposal in response to RFP #26-0003, relating to the requirements for the Concession Services at City Parks and Facilities. This letter serves as the City of Duncanville's response to your *initial* proposal submission, and matters expressed in your proposal. Your response has been ranked in the competitive range, from all offers, which appear to present "best value" to the City.

In accordance with the statutory provisions of Texas Government Code 252, the City has selected your firm, as a finalist to provide "best value" based on the published selection criteria. In an attempt to negotiate the "best value" for the City, I request your review of the pricing submitted with your original proposal submission, and submission of a "Best and Final Offer (BAFO) for this project. Attached is a Pricing Exhibit which is submitted for your utilization, **with the City's proposed pricing and requirements**.

In addition to the pricing review, please review the attached concession stand equipment information and confirm that the concession stand can be outfitted with the required commercial-grade equipment necessary for your firm to begin service. The City intends for the specified equipment required for the concession operation to be installed prior to the commencement of service. The attached equipment information identifies concession stand equipment and related health review considerations for the Harrington Park concession building.

As part of your BAFO response, please provide a written acknowledgement of the following:

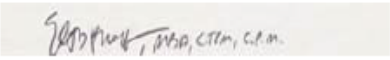
1. That proposed commercial-grade equipment will allow your organization to safely and effectively provide concession services.
2. That the required equipment needed for your firm to begin service will be installed before the beginning of concession operations.
3. That your firm will identify any additional equipment, fixtures, or operational needs required to provide safe food handling, comply with the City's Health Code, and maintain the ability to pass spontaneous health inspections based on the menu your organization provided during the bid process.

If additional equipment is needed beyond what has been identified, please include that information in your BAFO response. If you have questions regarding health code requirements, food handling requirements, or what equipment must be installed prior to operation, please contact:

Kiki Smith
City Health Inspector
Phone: **(972) 780-4963**
Email: **kiki.smith@duncanvilletx.gov**

Please review, and submit your Best and Final Offer, by completing the attached "Exhibit - Pricing Sheet" no later than May 07, 2026, at 11:00 am, to diane.mitchell@duncanvilltx.gov and purchasing@duncanvilletx.gov. If you have any questions, or we can assist you in any manner, please contact me as listed below.

Best regards,



Elton D. Brock, MBA, CTPM, CTCM, CPSM, C.P.M.
Chief Procurement Officer
203 E. Wheatland
Duncanville, Texas 75116
972-780-5058

EXHIBIT A - DFWParty2go COST PROPOSAL - Best and Final Offer	
Description	**Rate**
Award Location	**Harrington Park**
Commission Percentage of Gross Sales to City	**30%**
Sales Reports and Fees due to City	**15th of each month**

Sales Reports shall be submitted electronically to accountspayable@duncanville.com and Duncanville Parks at tyler.agee@duncanvilletx.gov

Please provide any additional fees not listed above on a separate document to be considered with your proposal.

Prices listed above are good for 120 calendar days after receipt of proposal

Signature: _____

Name: Mario Thornton

Date: 5/4/26

Exhibit B – Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____ (Person name), the undersigned representative of _(Company or Business name)_____ _____ _____ (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit F – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

PROFESSIONAL SERVICES CONTRACT
NUMBER 26-0003-A
(CONCESSION SERVICES)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(IsLeCo Investments, LLC.)**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided
Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary services and deliverables, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees.

Section 2. Term of Contract
The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for an initial one (1) year period and shall automatically renew for four (4) additional one-year terms, not to exceed five (5) total years, unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

Section 3. Contractor Obligations
CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

A. To the extent it is reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents,

assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

B. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly payments per the requirements of **Exhibit A.** Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CITY agrees that there shall be no additional charges, surcharges, or penalties to the CONTRACTOR for payments made by credit card or electronic funds transfer.

B. Proper documentation must include a unique payment number, and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Payment documentation shall be itemized.

C. The CITY is a tax-exempt legal entity of the State of Texas and will furnish a tax exemption certificate upon request.

Section 5. Payment

The CONTRACTOR is responsible for making payments to the CITY in accordance with the terms specified in **Exhibit A** and Section 5. Payments must be supported by all required documentation submitted by the CONTRACTOR and must correspond to authorized and properly performed services, as outlined in **Exhibit A** or as amended in writing by the CITY. All payments to the CITY shall be based on the supporting documentation provided by the CONTRACTOR, following the schedule detailed in **Exhibit A**.

Payment will be made by check unless both parties agree to payment by credit card or electronic transfer of funds (EFT). Payments shall be made within 30 days of the CITY's receipt of the CONTRACTOR's required supporting documentation. If payment is not made timely, interest will accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. However, if payment is withheld for a reason permitted under this contract, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skills and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Contract ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Contract.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Contract are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and

otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended and applicable. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event. CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages

because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person, and not less than One Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Contract.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any

character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this contract. This provision shall survive the termination of this contract.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation

such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution to the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Contract

prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging in the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to PROFESSIONAL:
IsLeCo Investments LLC
1425 N. Dallas Ave, 103
Lancaster, Texas 75134
Dlaflore@hotmail.com
469-348-8201

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**
CONTRACTOR certifies that it is not an abortion provider, nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**
Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**
Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**
No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY.

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTORS will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed and approved to date shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final

payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business day(s). CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor

shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms

of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.
The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.
Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.
This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all but together signed by all of the parties hereto.

Section 38. Exhibits
The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work
The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or

state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this

Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued

confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant written notice of the breach of warranty

within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Contract from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice

thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 61. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Section 62. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

Section 63. Business Registration in Texas.

As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws and policies regarding registration requirements. https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.
https://comptroller.texas.gov/taxes/publications/94-108.php

Section 64. **Cooperative Purchasing**

When stated specifically in the solicitation or contract, the City of Duncanville may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of Duncanville is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive proposal requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor about any purchase by the participating agency. The City of Duncanville shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**IsLeCo Investments, LLC**
Authorized Signature	**Authorized Signature**
Name: Richard Abernethy **Title: Interim City Manager**	**Name:** **Title:**
Date	**Date**
972-780-5058 **Phone Number**	**Phone Number**
purchasing@duncanvilletx.gov **Email Address**	**Email Address**
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

The Contractor shall furnish and operate the Food and Drink concessions at the Duncanville Fieldhouse, Armstrong Park, Duncanville Splashpad Concession Stand, Harrington Park – Soccer Concession Stand and Baseball Concession Stand. The Contractor shall furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this Contract.

A. The Contractor shall provide the following:

1. During league and tournament play; provide a fee payment to City based on a monthly fee for the year as defined in Exhibit A.
2. A description of the type of products to be sold and the respective selling prices for each item shall be established and provided to the City. Access to utilities at the site may determine products permitted to be sold (See Attachment 1 for additional information about park concession facilities).

NOTE: The sale of tobacco products and alcoholic beverages is not allowed. The City Manager and/or the Parks Director have the authority to require or prohibit the sale of specific items, and the City of Duncanville reserves the right to require the sale of a specific brand of product to the exclusion of others.

3. Written confirmation from an insurance agency of ability to secure the required general liability insurance. Insurance types and amounts are explained in detail in Section 2.C.31. The Contractor selected by the City shall furnish proof of insurance prior to contract execution in the form of an insurance certificate to the Purchasing Department or other proof satisfactory to City.
4. Operating schedule and personnel that permits for the operation of the concessions. An annual schedule of seasons will be given at the beginning of the season. General dates relating to league play will be given at least 30 days prior to beginning of each youth sports season. A specific schedule for league and tournament games will be given to the Contractor at least five (5) days prior to the start of the league/tournament.

B. Contractor Responsibilities

The Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements.
2. Maintain proper food handling permits from City, as required.
3. Maintain proper and verifiable licenses and certifications, as required.
4. Adhere to all Federal, State and Local laws, ordinances and regulations at all times.
5. Perform the services and operate in an environmentally sound way so as not to create damage or cause exposure by virtue of negligence or omission.
6. Ensure all equipment and fixtures for this operation are of modern design, quality material, sufficient in number to adequately serve the public, and provided by the Contractor as his/her expense and subject to approval by the City Manager or his/her designee. Equipment shall be maintained by the Contractor.
7. Obtain food service permits from the City's Permitting Department. All Health Department permits and inspection reports must be displayed prominently at the food

service window. Contractors must secure a health permit for each concession stand. Once permit fee has been paid contractor will need to set up a health inspection, and information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the fall and spring season, Failure to do so may result is delay of opening concession stand.

8. Before submitting quotes, each Contractor will be held responsible for having examined each site and satisfied as to the existing conditions under which he/she will be obligated to operate or that will in any manner affect his/her services under the contract, to include electrical service availability. No allowances shall be made in this connection on behalf of the Contractor for any error or negligence on his/her part.
9. Contractor, or designee will directly supervise this operation at all times to ensure satisfactory operation to the City and efficient service to the public.
10. Ensure that a Certified Food Service Manager or his/her designee are on site at all times during operations of any of the concession locations. All employees working at the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass an accredited food handler program that has been approved by the Texas Department of State Health for City of Duncanville Services (TXDSHS) or by the American National Standards Institute (ANSI). Upon completion of training program, provide a copy of the certificate to the City of Duncanville, if requested. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
11. Conduct concessions operations in a clean, orderly and legitimate manner and in accordance with existing ordinances and laws regulating food concession. No rubbish, glass, plastic, or cardboard boxes of any kind shall be thrown upon the grounds or in any building by Contractor or Contractor's employees.
12. Not discriminate against any employee or Contractor for employment in providing the public service specified in this agreement because of race, color, religion, sex, national origin, disability, genetic information, or age. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Contractors will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, genetic information, or age.
13. Ensure that all employees:
a. Meet the minimum requirements as referenced in federal and state law. In addition, the Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are at work.
b. Are at least sixteen (16) years of age. Supervisors must be at least (eighteen) 18 years of age.
c. Do not possess, use, or be under the influence of alcohol or controlled substances while in performance of this service. Violation of this requirement shall constitute grounds for termination of this contract.
d. Are well groomed and appropriately dressed at all times when on duty.
e. Successfully pass background checks, and the Contractor must be able to produce verification of successfully passed background checks for all employees working the concession stands, executed within the past one (1) year. Contractor agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Contractor shall remove any person that the City determines unacceptable by

reason of criminal history or other conduct deemed by the City to be unsuitable to be working with or near children, or the public generally.

C. General Standards and Procedures

1. Payment to City – Monthly payments to the City in the percentage or amount submitted with the pricing spreadsheet. Page | 12

2. Concession Sales - Contractors shall be prepared to provide food and drink for sale starting thirty (30) minutes prior to the official start of the event and keep available for sale of food and drink products (no glass bottles are permitted) for which there is, or shall be, a reasonable demand throughout the duration of the scheduled events. All prices must be visible to customers at all times. A copy of the price list shall be provided to City and kept on file with this contract. Any changes to the menu and/or pricing shall be submitted to and approved by the Parks Director or designee.

The Contractor is encouraged to consider offering team packages (food and beverages).

Price of product after initial price scale is approved by the City shall not increase by more than 10% in the first year. However, if there is a significant increase in product price, the Contractor may appeal to the Parks Director or designee for a price increase.

3. Contractor will include in the quote the minimum number of employees that will work at each concession stand. This will be a factor in awarding the contract to the most beneficial Contractor.

Failure of the Contractor to provide the minimum number of employees will be grounds for breach of contract and subject to the termination clause included herein.

4. Hours and Access - The Parks Director or designee, reserves the right to regulate the hours the Contractor may be in the complex.

The Contractor will be provided with two (2) keys to the concession stands. Contractors are not permitted to make additional keys without the written approval of the Parks Director or designee. The City retains the privilege of access to the structure, as City deems necessary, for routine maintenance, inspection, and emergencies.

5. Concession Location - The Parks Director or designee reserves the right to designate and/or restrict locations where Contractors may set up/conduct a concession business on the park premises.

6. Advertisement Signs – No advertisement signs are permitted in the complex, parking lots, or outside of the Sports complex, without written approval from the Parks Director or designee. All advertisement signs must be pre-approved in writing by the Parks Director or designee prior to installation and meet all current city ordinances and regulations.

7. The Contractor will not be permitted to sell or give away any tobacco products or alcoholic beverages.

8. The Contractor will not be permitted to sell sunflower seeds and/or shelled nuts, gum, nor items in glass containers.

9. All City, State, County and other governmental regulations relative to public health shall apply to this concession operation.

10. No sales with any element of chance are permitted within the park complex.

11. No hawking or noisy canvassing for sale shall be made within the park complex.

12. No novelties, clothing, or school supplies shall be sold on premises by Contractor without the approval of the Parks Director or designee.

13. The Contractor is an independent contractor. Neither the Contractor nor its employees will be considered employees of the City of Duncanville.

14. The Contractor shall make collections and deposits of all monies at intervals of such frequency as necessary to discourage vandalism, theft or robbery. An authorized plan for accounting shall be established to fully reflect sales.
15. Payment Due - By the 1st of each month, payment shall be made for the current month's operation. A ten (10) percent per day late fee will be assessed if payment is not received by the 5th of the month.
Payment can be made by check only, mailed to:
City of Duncanville
Attn: Accounts Payables Department
203 E. Wheatland Road
Duncanville, Texas 75116 Page | 13
16. Payment Default - In case the Contractor fails to pay the monies due to the City of Duncanville by the 10th of each month, pursuant to the terms of this agreement, the Parks Director or designee has the option to terminate the contract and may immediately revoke the privileges herein conveyed.
17. Health Permit - All food and drink concession operations will need food service permits issued by the Permitting Department. Final approval and issuance of health permits will be completed upon review of menu and facilities provided. Health permits cannot be obtained until approved by the City Permitting Department. For additional information, please call the City's Permitting Department, at (972) 780-5000.
The Contractor shall display all Heath Department permit and inspection reports prominently at the food service window.
18. Inspection - Contractor's operation will be subject to inspections based on all contractual requirements and in accordance with all existing ordinances and laws regulating food concession.
19. Trash - The Contractor shall be responsible for all trash within the concession facility, and such trash/debris must be removed when operating the concession. Trash is to be placed in trash bags and placed in trash dumpster located at the facility. No trash is to be left overnight in the concession facility or in bags sitting outside the facility. Any boxes or large items must be broken down and placed in trash bags and disposed of in trash dumpster.
20. Utilities - Electric power, sewer, and water from existing outlets in the complex area may be used for the operation of concession equipment. The City will be responsible for paying for water and electrical usage for the concession stands. Any additions or improvements for electricity, sewer, water, or any other utilities desired by Contractor shall be installed at Contractor's sole expense only after approval by the Parks Director or designee. In no event shall the electric load be connected which will exceed the available circuit capacity. The City expects the Contractor to conserve power, water, etc. when able and to report all problems immediately. The City is not responsible for loss of product due to utility outages.
21. Alterations - Any changes or alterations within any of the concession locations shall be made at the expense of the concession operator; and no changes or alterations shall be made without the written approval of the Parks Director or designee. All approved items fixed to the concession become a part of the building and cannot be removed at the end of the contract. Contractor agrees to provide insurance as set forth in the specifications.
22. Other Concession Contracts - The City reserves the right to offer other concession services such as food trucks and vendors during special events and tournaments.
23. Sublet of Concession - The Contractor shall not sell, sublet or assign this contract or any portion thereof to any other person or persons, except upon the written approval of the

Parks Director or designee. Any assignment or lease under this provision shall be subject to all of the provisions of this contract.

24. Violation of Contract, Law, and/or Ordinances - Any employee of the Contractor that is found violating any law or ordinance or condition of this contract or becomes objectionable and offensive to the good order and use of said grounds, the Contractor shall be required to immediately remove any such person from said grounds at once. The Parks Director or designee may, in addition thereto, terminate and cancel this agreement at its option, and have the equipment removed from the area.

25. Liability - The City of Duncanville does not guarantee police protection and will not be liable for any loss or damage sustained by the Contractor. City agrees to allow Contractor to terminate service and remove equipment without penalty from concession locations where excessive vandalism may occur.

Determination of excessive vandalism will be according to the judgment of the Parks Director or designee. Contractor shall hold and save the City of Duncanville whole and harmless from any and all claims for damages of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of or resulting from or in any way connected with the exercise of the privilege herein granted, except for any loss or damage resulting from the negligent acts of any employee of the City of Duncanville. Nothing herein shall be construed to alter Contractor's status as an independent Contractor. The City of Duncanville expressly denies any implied master-servant relationship or any constructive employment of Contractor.

26. Indemnity Agreement - Except as hereinafter set forth in this Contract, the Contractor shall indemnify and hold harmless the City of Duncanville, “Owner,” the Owner’s Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney’s fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the Contractor’s proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the respondent, a subcontractor of the respondent, anyone directly or indirectly employed or contracted by the respondent or anyone for whose acts the successful respondent may be liable.

27. Interruption of Service Clause - The Parks Director or designee may at any time for cause order the entire concession or any portion of the concession closed down. Cause shall include but not be limited to the protection of the public; conflict with approved City of Duncanville sponsored or co-sponsored special events. Written notice of such mandatory closing shall be provided to the Contractor within 72 hours prior to the effective mandatory period of cease in services.

28. Right to Audit - The City of Duncanville shall have the right to audit the Contractor’s books and records pertaining to this contract.

29. Lien - The Contractor hereby grants to the City a lien upon all of his or her property now or at any time hereafter placed in or on the said premises to secure the payment stipulated to be paid for the concession privilege, all exceptions of such property being waived.

30. Vacating the Property - The Contractor agrees to vacate the park premises complex without delay upon ten (10) days after termination by either party. In the event the contract is for any reason cancelled, or at the termination of the contract; and, in case the Contractor fails to vacate the said premises upon aforesaid cancellation or at the termination of the

contract, the City shall not be responsible for any damage that might occur to said Contractor by virtue of the City forcibly removing the property of the Contractor and without prejudice to any remedies which might otherwise be used for possession or for arrears of payment.

D. Other Information

Operating Hours for these facilities will be based on scheduled usage.

• Fieldhouse Armstrong Park - 100 James Collins Blvd, Duncanville, TX 75116
• In-house concession stand & grill - Based on scheduled use for the facility, Tournaments and weekends Games
• Splashpad Concession Stand – May – August, 7 Days a week, 10 am-8 pm (Flexible on the hours)
• Harrington Park – 1815 Cockrell Hill Road, Duncanville, TX, 75137
• Soccer Concession Stand – Based on scheduled use for the facility, Tournaments and weekends Games
• Baseball Concession Stand - Based on scheduled use for the facility, Tournaments and weekends Games
• Alexander Park – 715 Alexander Ave, Duncanville TX, 75137
• Concession Stand - Based on scheduled use for the facility, Tournaments and weekends Games



May 14, 2026

IsLeCo Investments LLC
1425 N. Dallas Ave, 103
Lancaster, Texas 75134
Dlaflore@hotmail.com
469-348-8201

RE: RFP 26-0003 – Concession Services at City Parks & Facilities

Dear IsLeCo Investments, LLC:

Thank you for submitting your Proposal in response to RFP #26-0003, relating to the requirements for the Concession Services at City Parks and Facilities. This letter serves as the City of Duncanville's response to your *initial* proposal submission, and matters expressed in your proposal. Your response has been ranked in the competitive range, from all offers, which appear to present "best value" to the City.

In accordance with the statutory provisions of Texas Government Code 252, the City has selected your firm, as a finalist to provide "best value" based on the published selection criteria. In an attempt to negotiate the "best value" for the City, I request your review of the pricing submitted with your original proposal submission, and submission of a "Best and Final Offer (BAFO) for this project. Attached is a Pricing Exhibit which is submitted for your utilization, **with the City's proposed pricing and requirements**. .

In addition to the pricing review, please review the attached concession stand equipment information and confirm that the concession stand can be outfitted with the required commercial-grade equipment necessary for your firm to begin service. The City intends for the specified equipment required for the concession operation to be installed prior to the commencement of service. The attached equipment information identifies concession stand equipment and related health review considerations for the Harrington Park concession building.

As part of your BAFO response, please provide a written acknowledgement of the following:

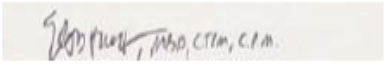
1. That proposed commercial-grade equipment will allow your organization to safely and effectively provide concession services.
2. That the required equipment needed for your firm to begin service will be installed before the beginning of concession operations.
3. That your firm will identify any additional equipment, fixtures, or operational needs required to provide safe food handling, comply with the City's Health Code, and maintain the ability to pass spontaneous health inspections based on the menu your organization provided during the bid process.

If additional equipment is needed beyond what has been identified, please include that information in your BAFO response. If you have questions regarding health code requirements, food handling requirements, or what equipment must be installed prior to operation, please contact:

Kiki Smith
City Health Inspector
Phone: **(972) 780-4963**
Email: **kiki.smith@duncanvilletx.gov**

Please review, and submit your Best and Final Offer, by completing the attached "Exhibit - Pricing Sheet" no later than May 07, 2026, at 11:00 am, to diane.mitchell@duncanvilltx.gov and purchasing@duncanvilletx.gov. If you have any questions, or we can assist you in any manner, please contact me as listed below.

Best regards,



Elton D. Brock, MBA, CTPM, CTCM, CPSM, C.P.M.
Chief Procurement Officer
203 E. Wheatland
Duncanville, Texas 75116
972-780-5058

EXHIBIT A - IsleCo Investments LLC COST PROPOSAL - Best and Final Offer	
Description	**Rate**
Award Location	**Alexander Park**
Commission Percentage of Gross Sales to City, not including sales tax and POS fees	**22% contingent upon Assurances**
Sales Reports and Fees due to City	**15th of each month**

Sales Reports shall be submitted electronically to accountspayable@duncanville.com and Duncanville Parks at tyler.agee@duncanvilletx.gov

Prices listed above are good for 120 calendar days after receipt of proposal

Assurances:	
A)	City supplies all stand fixtures commensurate to City of Duncanville Health Department Regulations including, but not limited to: Plumbing (Water/Sewer/Sinks) and Electrical (Lighting/HVAC)
B)	City allows usage and access to "old concessions stand" for concessionaire additional storage and refrigeration units
C)	City leaves any functioning Appliance, Shelving, Prep Table for Concessionaire consideration and use.
D)	City removes COVID era barrier from stand window

Appliances:

Upon Contract Award and prior to concessions start (Est 6/12) the following Appliances will be available for use:

2 Skytab Self Order Kiosk	1 True Commercial Refrigerator
1 Skytab POS w/ kitchen Printer	1 Deep Freezer
1 GSC 2 bowl Slushy Machine	1 Commercial Food Warmer
1 Commercial 3 tank drink Dispenser	3 Black and Decker Airfryers
1 Popcorn Maker	2 Barrel Pit Grills
2 Tripple Slow Cookers	1 Commercial Toaster

1. This commercial-grade equipment will allow our organization to safely and effectively provide concession services.
2. The required equipment needed for our firm to begin service will be installed before the beginning of concession operations.
3. Our firm will identify any additional equipment, fixtures, or operational needs required to provide safe food handling, comply with the City's Health Code, and maintain the ability to pass spontaneous health inspections based on the menu our organization has provided during the bid process.

Signature: _____

Name: La Taushia La Flore

Date: 5/6/26

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____

Signature of vendor doing business with the governmental entity Date

Exhibit B – Conflict of Interest Form

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____(Person name), the undersigned

representative of _(Company or Business name)_____

_____

_____(hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit F – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

PROFESSIONAL SERVICES CONTRACT
NUMBER 26-0003-C
(CONCESSION SERVICES)

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(Sorrells Enterprises, LLC.)**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided
Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary services and deliverables, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees.

Section 2. Term of Contract
The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue for an initial two (2) year period and shall automatically renew for three (3) additional one-year terms, not to exceed five (5) total years, unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

Section 3. Contractor Obligations
CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract.

A. To the extent it is reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents,

assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

B. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly payments per the requirements of **Exhibit A.** Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CITY agrees that there shall be no additional charges, surcharges, or penalties to the CONTRACTOR for payments made by credit card or electronic funds transfer.

B. Proper documentation must include a unique payment number, and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Payment documentation shall be itemized.

C. The CITY is a tax-exempt legal entity of the State of Texas and will furnish a tax exemption certificate upon request.

Section 5. Payment

The CONTRACTOR is responsible for making payments to the CITY in accordance with the terms specified in **Exhibit A** and Section 5. Payments must be supported by all required documentation submitted by the CONTRACTOR and must correspond to authorized and properly performed services, as outlined in **Exhibit A** or as amended in writing by the CITY. All payments to the CITY shall be based on the supporting documentation provided by the CONTRACTOR, following the schedule detailed in **Exhibit A**.

Payment will be made by check unless both parties agree to payment by credit card or electronic transfer of funds (EFT). Payments shall be made within 30 days of the CITY's receipt of the CONTRACTOR's required supporting documentation. If payment is not made timely, interest will accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate. However, if payment is withheld for a reason permitted under this contract, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Section 6. Responsibilities

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skills and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Contract ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Contract.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Contract are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and

otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended and applicable. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORs.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event. CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages

because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person, and not less than One Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Contract.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any

character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this contract. This provision shall survive the termination of this contract.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation

such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating to or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract

prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 19. Adjustments in Services

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

If to PROFESSIONAL:
Sorrell's Enterprises, LLC
6200 Wildwood Drive
McKinney, Texas 75072
214-551-1673
johnnie@sorrellsenterprises.com

Section 25. Business Prohibitions and Requirements

1. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas

Government Code Section 808.001, as amended.

2. **Transactions with an Abortion Provider or Affiliate**
CONTRACTOR certifies that it is not an abortion provider, nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. **Prohibition against doing business with Foreign Terrorist Organizations**
By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. **Discrimination Against Firearm & Ammunition Industries**
Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. **Boycotting of Energy Companies**
Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**
No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge,

expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTORS will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed, and approved to date shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business day(s). CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not

engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.
The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

Section 33. Immigration Control and Employment Verification
Employment eligibility verification: The lmmigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity
CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This

action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all but together signed by all of the parties hereto.

Section 38. Exhibits

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the

location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products

for supplies acquired for use in the United States.
C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective

measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of

Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Contract from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 56. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

Section 60. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 61. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Section 62. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

Section 63. Business Registration in Texas.
As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws and policies regarding registration requirements. https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.
https://comptroller.texas.gov/taxes/publications/94-108.php

Section 64. Cooperative Purchasing
When stated specifically in the solicitation or contract, the City of Duncanville may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of Duncanville is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive proposal requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor about any purchase by the participating agency. The City of Duncanville shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**SORRELLS ENTREPRISES LLC**
Authorized Signature	**Authorized Signature**
	Jason Sorrells
Name: Richard Abernethy	**Name:**
Title: Interim City Manager	**Title:**
	Owner
Date	**Date**
972-780-5058	06/30/2026
Phone Number	**Phone Number**
purchasing@duncanvilletx.gov	**214-762-7126**
Email Address	**Email Address**
	jason@sorrellsenterprises.com
	TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A – Scope of Services, Deliverables, and Schedule

The Contractor shall furnish and operate the Food and Drink concessions at the Duncanville Fieldhouse. The Contractor shall furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this Contract.

A. The Contractor shall provide the following:

1. During league and tournament play; provide a fee payment to City based on a monthly fee for the year as defined in Exhibit A.
2. A description of the type of products to be sold and the respective selling prices for each item shall be established and provided to the City. Access to utilities at the site may determine products permitted to be sold (See Attachment 1 for additional information about park concession facilities).

NOTE: The sale of tobacco products and alcoholic beverages is not allowed. The City Manager and/or the Parks Director has the authority to require or prohibit the sale of specific items, and the City of Duncanville reserves the right to require the sale of a specific brand of product to the exclusion of others.

3. Written confirmation from an insurance agency of ability to secure the required general liability insurance. Insurance types and amounts are explained in detail in Section 2.C.31. The Contractor selected by the City shall furnish proof of insurance prior to contract execution in the form of an insurance certificate to the Purchasing Department or other proof satisfactory to City.
4. Operating schedule and personnel that permits for the operation of the concessions. An annual schedule of seasons will be given at the beginning of the season. General dates relating to league play will be given at least 30 days prior to beginning of each youth sports season. A specific schedule for league and tournament games will be given to the Contractor at least five (5) days prior to the start of the league/tournament.

B. Contractor Responsibilities

The Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements.
2. Maintain proper food handling permits from City, as required.
3. Maintain proper and verifiable licenses and certifications, as required.
4. Adhere to all Federal, State and Local laws, ordinances and regulations at all times.
5. Perform the services and operate in an environmentally sound way so as not to create damage or cause exposure by virtue of negligence or omission.
6. Ensure all equipment and fixtures for this operation are of modern design, quality material, sufficient in number to adequately serve the public, and provided by the Contractor as his/her expense and subject to approval by the City Manager or his/her designee. Equipment shall be maintained by the Contractor.
7. Obtain food service permits from the City's Permitting Department. All Health Department permits and inspection reports must be displayed prominently at the food service window. Contractors must secure a health permit for each concession stand. Once

permit fee has been paid contractor will need to set up a health inspection, and information will be given to you at the time of payment. Proof of successful inspection is due to the City Building Permit Department seven business days prior to the start of the fall and spring season, Failure to do so may result is delay of opening concession stand.

8. Before submitting quotes, each Contractor will be held responsible for having examined each site and satisfied as to the existing conditions under which he/she will be obligated to operate or that will in any manner affect his/her services under the contract, to include electrical service availability. No allowances shall be made in this connection on behalf of the Contractor for any error or negligence on his/her part.
9. Contractor, or designee will directly supervise this operation at all times to ensure satisfactory operation to the City and efficient service to the public.
10. Ensure that a Certified Food Service Manager or his/her designee are on site at all times during operations of any of the concession locations. All employees working the concession stand will need to obtain a Food Handlers Permit. To do so each person will need to pay for and successfully pass an accredited food handler program that has been approved by the Texas Department of State Health for City of Duncanville Services (TXDSHS) or by the American National Standards Institute (ANSI). Upon completion of training program, provide a copy of the certificate to the City of Duncanville, if requested. Each person will receive a confirmation number which will be valid for one year from the date of issuance. Your number will be proof of successful completion of an accredited training program.
11. Conduct concessions operations in a clean, orderly and legitimate manner and in accordance with existing ordinances and laws regulating food concession. No rubbish, glass, plastic, or cardboard boxes of any kind shall be thrown upon the grounds or in any building by Contractor or Contractor's employees.
12. Not discriminate against any employee or Contractor for employment in providing the public service specified in this agreement because of race, color, religion, sex, national origin, disability, genetic information, or age. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Contractors will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, genetic information, or age.
13. Ensure that all employees:
a. Meet the minimum requirements as referenced in federal and state law. In addition, the Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are at work.
b. Are at least sixteen (16) years of age. Supervisors must be at least (eighteen) 18 years of age.
c. Do not possess, use, or be under the influence of alcohol or controlled substances while in performance of this service. Violation of this requirement shall constitute grounds for termination of this contract.
d. Are well groomed and appropriately dressed at all times when on duty.
e. Successfully pass background checks, and the Contractor must be able to produce verification of successfully passed background checks for all employees working the concession stands, executed within the past one (1) year. Contractor agrees to maintain updated records of background checks and submit copies of these records to the City upon request. Contractor shall remove any person that the City determines unacceptable by

reason of criminal history or other conduct deemed by the City to be unsuitable to be working with or near children, or the public generally.

C. General Standards and Procedures

1. Payment to City – Monthly payments to the City in the percentage or amount submitted with the pricing spreadsheet. Page | 12

2. Concession Sales - Contractors shall be prepared to provide food and drink for sale starting thirty (30) minutes prior to the official start of the event and keep available for sale of food and drink products (no glass bottles are permitted) for which there is, or shall be, a reasonable demand throughout the duration of the scheduled events. All prices must be visible to customers at all times. A copy of the price list shall be provided to City and kept on file with this contract. Any changes to the menu and/or pricing shall be submitted to and approved by the Parks Director or designee.

The Contractor is encouraged to consider offering team packages (food and beverages).

Price of product after initial price scale is approved by the City shall not increase by more than 10% in the first year. However, if there is a significant increase in product price, the Contractor may appeal to the Parks Director or designee for a price increase.

3. Contractor will include in the quote the minimum number of employees that will work at each concession stand. This will be a factor in awarding the contract to the most beneficial Contractor.

Failure of the Contractor to provide the minimum number of employees will be grounds for breach of contract and subject to the termination clause included herein.

4. Hours and Access - The Parks Director or designee, reserves the right to regulate the hours the Contractor may be in the complex.

The Contractor will be provided with two (2) keys to the concession stands. Contractors are not permitted to make additional keys without the written approval of the Parks Director or designee. The City retains the privilege of access to the structure, as City deems necessary, for routine maintenance, inspection, and emergencies.

5. Concession Location - The Parks Director or designee reserves the right to designate and/or restrict locations where Contractors may set up/conduct a concession business on the park premises.

6. Advertisement Signs – No advertisement signs are permitted in the complex, parking lots, or outside of the Sports complex, without written approval from the Parks Director or designee. All advertisement signs must be pre-approved in writing by the Parks Director or designee prior to installation and meet all current city ordinances and regulations.

7. The Contractor will not be permitted to sell or give away any tobacco products or alcoholic beverages.

8. The Contractor will not be permitted to sell sunflower seeds and/or shelled nuts, gum, nor items in glass containers.

9. All City, State, County and other governmental regulations relative to public health shall apply to this concession operation.

10. No sales with any element of chance are permitted within the park complex.

11. No hawking or noisy canvassing for sale shall be made within the park complex.

12. No novelties, clothing, or school supplies shall be sold on premises by Contractor without the approval of the Parks Director or designee.

13. The Contractor is an independent contractor. Neither the Contractor nor its employees will be considered employees of the City of Duncanville.

14. The Contractor shall make collections and deposits of all monies at intervals of such frequency as necessary to discourage vandalism, theft or robbery. An authorized plan for accounting shall be established to fully reflect sales.
15. Payment Due - By the 1st of each month, payment shall be made for the current month's operation. A ten (10) percent per day late fee will be assessed if payment is not received by the 5th of the month.
Payment can be made by check only, mailed to:
City of Duncanville
Attn: Accounts Payables Department
203 E. Wheatland Road
Duncanville, Texas 75116 Page | 13
16. Payment Default - In case the Contractor fails to pay the monies due to the City of Duncanville by the 10th of each month, pursuant to the terms of this agreement, the Parks Director or designee has the option to terminate the contract and may immediately revoke the privileges herein conveyed.
17. Health Permit - All food and drink concession operations will need food service permits issued by the Permitting Department. Final approval and issuance of health permits will be completed upon review of menu and facilities provided. Health permits cannot be obtained until approved by the City Permitting Department. For additional information, please call the City's Permitting Department, at (972) 780-5000.
The Contractor shall display all Heath Department permit and inspection reports prominently at the food service window.
18. Inspection - Contractor's operation will be subject to inspections based on all contractual requirements and in accordance with all existing ordinances and laws regulating food concession.
19. Trash - The Contractor shall be responsible for all trash within the concession facility, and such trash/debris must be removed when operating the concession. Trash is to be placed in trash bags and placed in trash dumpster located at the facility. No trash is to be left overnight in the concession facility or in bags sitting outside the facility. Any boxes or large items must be broken down and placed in trash bags and disposed of in trash dumpster.
20. Utilities - Electric power, sewer, and water from existing outlets in the complex area may be used for the operation of concession equipment. The City will be responsible for paying for water and electrical usage for the concession stands. Any additions or improvements for electricity, sewer, water, or any other utilities desired by Contractor shall be installed at Contractor's sole expense only after approval by the Parks Director or designee. In no event shall the electric load be connected which will exceed the available circuit capacity. The City expects the Contractor to conserve power, water, etc. when able and to report all problems immediately. The City is not responsible for loss of product due to utility outages.
21. Alterations - Any changes or alterations within any of the concession locations shall be made at the expense of the concession operator; and no changes or alterations shall be made without the written approval of the Parks Director or designee. All approved items fixed to the concession become a part of the building and cannot be removed at the end of the contract. Contractor agrees to provide insurance as set forth in the specifications.
22. Other Concession Contracts - The City reserves the right to offer other concession services such as food trucks and vendors during special events and tournaments.
23. Sublet of Concession - The Contractor shall not sell, sublet or assign this contract or any portion thereof to any other person or persons, except upon the written approval of the

Parks Director or designee. Any assignment or lease under this provision shall be subject to all of the provisions of this contract.

24. Violation of Contract, Law, and/or Ordinances - Any employee of the Contractor that is found violating any law or ordinance or condition of this contract or becomes objectionable and offensive to the good order and use of said grounds, the Contractor shall be required to immediately remove any such person from said grounds at once. The Parks Director or designee may, in addition thereto, terminate and cancel this agreement at its option, and have the equipment removed from the area.

25. Liability - The City of Duncanville does not guarantee police protection and will not be liable for any loss or damage sustained by the Contractor. City agrees to allow Contractor to terminate service and remove equipment without penalty from concession locations where excessive vandalism may occur.

Determination of excessive vandalism will be according to the judgment of the Parks Director or designee. Contractor shall hold and save the City of Duncanville whole and harmless from any and all claims for damages of whatsoever nature and kind, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of or resulting from or in any way connected with the exercise of the privilege herein granted, except for any loss or damage resulting from the negligent acts of any employee of the City of Duncanville. Nothing herein shall be construed to alter Contractor's status as an independent Contractor. The City of Duncanville expressly denies any implied master-servant relationship or any constructive employment of Contractor.

26. Indemnity Agreement - Except as hereinafter set forth in this Contract, the Contractor shall indemnify and hold harmless the City of Duncanville, “Owner,” the Owner’s Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney’s fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the Contractor’s proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the respondent, a subcontractor of the respondent, anyone directly or indirectly employed or contracted by the respondent or anyone for whose acts the successful respondent may be liable.

27. Interruption of Service Clause - The Parks Director or designee may at any time for cause order the entire concession or any portion of the concession closed down. Cause shall include but not be limited to the protection of the public; conflict with approved City of Duncanville sponsored or co-sponsored special events. Written notice of such mandatory closing shall be provided to the Contractor within 72 hours prior to the effective mandatory period of cease in services.

28. Right to Audit - The City of Duncanville shall have the right to audit the Contractor’s books and records pertaining to this contract.

29. Lien - The Contractor hereby grants to the City a lien upon all of his or her property now or at any time hereafter placed in or on the said premises to secure the payment stipulated to be paid for the concession privilege, all exceptions of such property being waived.

30. Vacating the Property - The Contractor agrees to vacate the park premises complex without delay upon ten (10) days after termination by either party. In the event the contract is for any reason cancelled, or at the termination of the contract; and, in case the Contractor fails to vacate the said premises upon aforesaid cancellation or at the termination of the

contract, the City shall not be responsible for any damage that might occur to said Contractor by virtue of the City forcibly removing the property of the Contractor and without prejudice to any remedies which might otherwise be used for possession or for arrears of payment.

D. Other Information

Operating Hours for these facilities will be based on scheduled usage.

• Fieldhouse Armstrong Park - 100 James Collins Blvd, Duncanville, TX 75116
• In-house concession stand & grill - Based on scheduled use for the facility, Tournaments and weekends Games
• Splashpad Concession Stand – May – August, 7 Days a week, 10 am-8 pm (Flexible on the hours)
• Harrington Park – 1815 Cockrell Hill Road, Duncanville, TX, 75137
• Soccer Concession Stand – Based on scheduled use for the facility, Tournaments and weekends Games
• Baseball Concession Stand - Based on scheduled use for the facility, Tournaments and weekends Games
• Alexander Park – 715 Alexander Ave, Duncanville TX, 75137
• Concession Stand - Based on scheduled use for the facility, Tournaments and weekends Games

Duncanville
City of Champions



May 14, 2026

Sorrell's Entreprises, LLC
6200 Wildwood Drive
McKinney, Texas 75072
johnnie@sorrellsenterprises.com
214-551-1673

RE: RFP 26-0003 – Concession Services at City Parks & Facilities

Dear Johnnie:

Thank you for submitting your Proposal in response to RFP #26-0003, relating to the requirements for the Concession Services at City Parks and Facilities. This letter serves as the City of Duncanville's response to your *initial* proposal submission, and matters expressed in your proposal. Your response has been ranked in the competitive range, from all offers, which appear to present "best value" to the City.

In accordance with the statutory provisions of Texas Government Code 252, the City has selected your firm, as a finalist to provide "best value" based on the published selection criteria. In an attempt to negotiate the "best value" for the City, I request your review of the pricing submitted with your original proposal submission, and submission of a "Best and Final Offer (BAFO) for this project. Attached is a Pricing Exhibit which is submitted for your utilization, **with the City's proposed pricing and requirements**. I have also include some historical sales information for the Duncanville Fieldhouse concessions (fieldhouse f&b revenue vs expenses).

Please review, and submit your Best and Final Offer, by completing the attached "Exhibit - Pricing Sheet" no later than May 07, 2026 at 11:00 am, to diane.mitchell@duncanvilltx.gov and purchasing@duncanvilletx.gov. If you have any questions, or we can assist you in any manner, please contact me as listed below.

Best regards,

Elton D. Brock, MBA, CTPM, CTCM, CPSM, C.P.M.
Chief Procurement Officer
203 E. Wheatland
Duncanville, Texas 75116
972-780-5058

EXHIBIT A - Sorrells Enterprises, LLC COST PROPOSAL - Best and Final Offer	
Description	**Rate**
Award Location	Duncanville Fieldhouse
Monthy Concession Operation Fee	$10,000
Commission Percentage of Gross Sales to City	
Sales Reports and Fees due to City	15th of each month

Sales Reports shall be submitted electronically to accountspayable@duncanville.com and Duncanville Fieldhouse at craig.brasfield@duncanvilletx.gov

Please provide any additional fees not listed above on a separate document to be considered with your proposal.

Prices listed above are good for 120 calendar days after receipt of proposal

Signature: Johnnie Sorrells

Name: Johnnie Sorrells

Date: May 6, 2026

From:	Jason Sorrells
To:	Elton Brock
Cc:	Johnnie Sorrells; Craig Brasfield; Diane Mitchell; Mark Rauscher; Deniece White; Ted Estrada
Subject:	Re: Fieldhouse Contract
Date:	Monday, June 8, 2026 2:26:12 PM
Attachments:	image001.png image002.png

Elton,

Thank you for the opportunity to discuss the future operation and enhancement of the concession facilities at Duncanville Fieldhouse.

Ted E's Kitchen is pleased to submit this proposal to enter into a long-term partnership that will not only provide professional food service operations but also significantly improve the appearance, functionality, and revenue-generating potential of the existing concession area.

Proposed Agreement Terms

Ted E's Kitchen proposes an initial two (2) year operating agreement at a rate of $10,000 per month.

Following the initial term, we request three (3) additional one-year renewal options at $12,000 per month each, exercisable by mutual agreement of both parties.

This structure allows Duncanville Fieldhouse to benefit immediately from substantial facility improvements while providing long-term operational stability and continued investment in the venue.

Facility Improvement Commitment

As part of this partnership, Ted E's Kitchen will invest in substantial renovations and upgrades to the concession operation, including:

Structural Improvements

- Installation of walls and service counter improvements in the snack area.
- Installation of an overhead roll-up/garage door for enhanced service flexibility.
- Improvements to customer access and service areas.

Kitchen and Equipment Upgrades

- Installation of a 60-inch sandwich preparation refrigerator.
- Installation of a 48-inch flat-top grill with chef base table.
- Installation of a steam table.
- Installation of a commercial steamer.
- Addition of a second soda fountain station.
- Installation of new refrigeration and merchandising equipment.
- New Coca-Cola merchandisers and beverage displays.

Customer Experience Enhancements

- New interior dining tables and chairs.
- New outdoor patio tables and seating.
- Enhanced customer flow and designated ordering/pickup areas.
- Improved menu displays, signage, and branding elements.
- Upgraded service counters and transaction areas.

Project Investment

Ted E's Kitchen anticipates investing approximately $80,000 into the concession facility improvements, including:

- Demolition and site preparation
- Construction of walls and roll-up door systems
- New commercial kitchen equipment
- Interior and exterior furniture
- Painting, finishes, and signage improvements
- Contingency and project management costs

Benefits to Duncanville Fieldhouse

Through this partnership, Duncanville Fieldhouse will receive:

- A modernized and more attractive concession facility.
- Increased customer satisfaction and guest experience.
- Improved food service efficiency and reduced wait times.
- Enhanced food safety and operational compliance.
- Increased sales potential through expanded service capabilities.
- Reduced maintenance concerns through updated equipment and infrastructure.
- Greater appeal for tournaments, events, and community activities.
- Long-term facility improvements with no capital investment required from Duncanville Fieldhouse.

Project Timeline

Upon execution of an agreement, the renovation project is expected to be completed within approximately four (4) weeks, including planning, permitting, demolition, installation, and final inspection.

Conclusion

Ted E's Kitchen is committed to creating a first-class food service operation that complements the quality and reputation of Duncanville Fieldhouse. We believe this proposal represents a mutually beneficial partnership that will enhance the facility, improve the guest experience, and create additional revenue opportunities for years to come.

We appreciate your consideration and look forward to a successful partnership.

Jason Sorrells & Ted Estrada

Exhibit B – Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☑ **I have no Conflict of Interest to disclose.**

5

Signature of vendor doing business with the governmental entity

06/30/2026

Date

Exhibit C – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit D– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Jason Sorrells (Person name), the undersigned representative of (Company or Business name) Sorrells Enterprises LLC (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

06/30/2026
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit E – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit F – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit G – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

CITY OF DUNCANVILLE, TEXAS

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AGREEMENTS FOR PARKS CONCESSION SERVICES WITH ISLECO INVESTMENTS, LLC; MJTHORNTON, LLC DBA DFWPARTY2GO; AND SORRELL'S ENTERPRISES, LLC; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO ADMINISTER SAID AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") owns and operates parks, recreation facilities, athletic venues, and related concession facilities for the benefit of residents, visitors, athletes, and event participants;

WHEREAS, the City desires to provide food and drink concession services at designated parks and recreation facilities in support of league play, tournament play, splashpad operations, scheduled facility use, and special events;

WHEREAS, the City has completed a competitive procurement process for parks concession services in accordance with applicable procurement requirements and City policy;

WHEREAS, IsLeCo Investments, LLC, MJThornton, LLC dba DFWParty2Go, and Sorrell's Enterprises, LLC have been identified as qualified contractors to furnish and operate concession services in accordance with the terms and conditions of their respective agreements;

WHEREAS, each agreement requires the contractor to furnish all necessary equipment, materials, supplies, labor, permits, insurance, and licenses necessary to provide the services and to operate in compliance with applicable federal, state, and local requirements;

WHEREAS, each agreement establishes an initial one-year term with four automatic one-year renewals unless terminated in accordance with the agreement, not to exceed five years total;

WHEREAS, each agreement requires monthly payments to the City based on the percentage or amount submitted with the approved pricing spreadsheet; and

WHEREAS, the City Council finds that approval of the agreements serves a public purpose by enhancing park and recreation facility operations, supporting quality-of-life services, and providing revenue-generating concession opportunities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the City Council hereby finds the above recitals to be true and correct and incorporates them herein as findings of fact.

SECTION 2. That the City Council hereby approves and authorizes the Interim City Manager to execute an agreement with IsLeCo Investments, LLC for Parks Concession Services, Contract No. 26-0003-A, substantially in the form attached hereto as Exhibit A.

SECTION 3. That the City Council hereby approves and authorizes the Interim City Manager to execute an agreement with MJThornton, LLC dba DFWParty2Go for Parks Concession Services, Contract No. 26-0003-B, substantially in the form attached hereto as Exhibit B.

SECTION 4. That the City Council hereby approves and authorizes the Interim City Manager to execute an agreement with Sorrell's Enterprises, LLC for Parks Concession Services, Contract No. 26-0003-C, substantially in the form attached hereto as Exhibit C.

SECTION 5. That the Interim City Manager, or the Interim City Manager's designee, is authorized to execute all documents necessary to administer, renew, amend, and enforce the agreements in accordance with their terms, subject to final review and approval as to form by the City Attorney. Any amendment requiring City Council approval shall be presented to the City Council for consideration.

SECTION 6. That this Resolution shall take effect immediately upon its passage and approval.

DULY PASSED AND APPROVED by the City Council of the City of Duncanville, Texas, on the ___ day of _____, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:

Consider an Ordinance authorizing the procurement of a new Spartan Quint fire apparatus from Metro Fire Apparatus Specialists, Inc., through the Sourcewell Cooperative Purchasing Agreement, Contract #082025-RVG-4; authorizing an appropriation in the amount of $2,333,528.40 from the unappropriated balance of the One-Time Projects Fund, and authorizing the Interim City Manager to execute the necessary documents.

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Cultivate Community Trust:

- **Foster transparency, two-way communication, and active public participation.**

STAFF RESPONSIBLE:
Chris Connealy

BACKGROUND/HISTORY:
The City of Duncanville's Fleet Replacement Schedule identifies the need for replacement of the current front-line Quint apparatus assigned to Station 272. Industry standards establish a service life of approximately twenty (20) years for a Quint fire apparatus, consisting of ten (10) years in front-line service followed by ten (10) years in reserve service. The current Quint at Station 272 was placed into service in 2017 and will have exceeded ten years of front-line service by the time the replacement apparatus is delivered and placed into operation.

Upon receipt of the new apparatus, the current Station 272 Quint will be reassigned to reserve status. The existing reserve Quint will be declared surplus and sold through a

public auction process in accordance with applicable state laws and City policies. Proceeds from the sale will be deposited into the Fleet Rotation Fund to support future apparatus replacement needs.

The proposed replacement apparatus is a Spartan 107-foot Rear Mount Aerial Quint mounted on a Gladiator chassis. The apparatus includes a four-door full-tilt aluminum cab and body, dual rear axles, a 500-gallon water tank, and a 1,500-gallon-per-minute fire pump. This configuration will provide the department with a modern, reliable apparatus capable of meeting the operational demands of fire suppression, rescue, and emergency response activities.

The total purchase price of the new Quint apparatus is $2,338,408.00, including upfitting. Metro Fire Apparatus Specialists, Inc. has offered a prepayment discount of $116,000.00 for customers who remit full payment at the time of order placement. By utilizing this option, the City would reduce the total purchase cost of the vehicle, excluding the 5% contingency, to $2,222,408.00, resulting in significant savings. The City has successfully utilized similar prepayment options for the acquisition of both the current front-line Quint and the current reserve Quint apparatus.

Staff recommends approval of this purchase and recommends authorizing full prepayment of the apparatus to secure the discounted pricing and maximize cost savings for the City.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allow for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

41070001-700885 (ONE TIME EXPENDITURES)

Available Budget	**Purchase Amount**	**After Encumber**
$2,242,408.00	$2,242,408.00	N/A

ACTION ALTERNATIVES:

1 1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:
FINAL - Duncanville FY 26 RMA Proposal Rev 5, Duncanville TX FY 26' 107' RMQ Specifications Rev 2, REV Spartan 082025-RVG-4 Price Document, Duncanville TX FY 26' 107' RMA Drawing Rev 2, DUNCANVILLE FD - AERIAL LOOSE EQUIPMENT LIST 801, DUNCANVILLE FD - AERIAL MAKE READY LIST 802, Sourcewell Contract, Dealer Locator _ Spartan ER, 3 Quotes Summary Sheet - Quint 7.2.2026, Ordinance - Purchase of Quint_Appropriation of Funds, Duncanville 20 Month Proposal

Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

June 26, 2026

Duncanville Fire Department
Chief Leary
1530 S Main St
Duncanville, TX 75137

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan 107' Rear-Mount Aerial on a Gladiator Chassis and equipment as specified:

Apparatus Price $2,017,740.00
Equipment and Make Ready $318,668.00
Pre-payment Discount ($116,000.00)
Sourcewell Fee $2000.00

TOTAL CONTRACT $2,222,408.00

Sourcewell Vendor Contract #082025-RVG-4

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals of the Duncanville Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 550 calendar days **after the signed acceptance of change order A (Preconstruction)**. The completed apparatus will be delivered to you at:

Duncanville Fire Department
1530 S Main St
Duncanville, TX 75137

Unless accepted within 60 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw or adjust this proposal.

By Brian Cudaback

Brian Cudaback – Apparatus Manager

TERMS:
Payment due upon delivery and acceptance of completed apparatus.

Cancellation Terms

Due to market conditions, a cancellation policy is in effect and terms are as follows:

In the event this proposal is accepted, and a purchase order issued then cancelled or terminated by the Customer before completion, Metro Fire will add a cancellation fee. The following charge schedule based on costs incurred will be applied.

A) 10% of the purchase price after the order is placed.
B) 20% of the purchase price after completion of the approval drawings and pre-construction.
C) 30% of the purchase price upon any material requisition.
D) 60% of the purchase price once the apparatus has begun manufacturing.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Metro Fire endeavors to mitigate any such cost through the sales of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Metro Fire upon sale of the product to another purchaser, plus any cost incurred by Metro Fire to conduct such sale.

To ensure the above-stated terms and conditions are understood and adhered to Metro Fire Apparatus Incorporated, Inc. requires an authorized individual from the purchasing organization to sign, date this proposal and included it with the purchase order. Upon signing this proposal, the terms and conditions stated herein will be binding and accepted by the Customer.

Execution of this document can be used as official acceptance and purchase order from the customer.

CUSTOMER ACCEPTANCE:

Name: _____ Date: _____

Print name: _____ Title: _____

METRO FIRE APPARATUS SPECIALISTS, INC. (COUNTER SIGNED)

Name: _____ Date: _____

Print name: _____ Title: _____

Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

Duncanville TX FY 26’ 107’ RMA Specifications

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the purchaser of a complete apparatus equipped as herein specified. With a view to obtaining the best results and the most acceptable apparatus for service in the fire department, these specifications cover the general requirements as to the type of construction, 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 and construction of all features.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction and have been in business for a minimum of 50 years.

Each bidder shall furnish satisfactory evidence of his ability to construct the apparatus specified. The bidder shall also show that they are in a position to render prompt service and furnish replacement parts for said apparatus.

Aerials containing load ratings and capabilities of the highest level within the respective model class shall be accepted. Bids submitted containing medium duty or light duty aerial ladders shall not be considered as meeting minimum requirements and will automatically be rejected.

CONTRACTOR'S SPECIFICATIONS

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract shall conform.

These specifications shall indicate size, type, model, and make of all component parts and equipment.

The submitted bids shall clearly describe the capabilities of the aerial device. Items such as safety factor certification, horizontal reach, vertical reach, scrub chart information, load capabilities, flow ratings, monitor capabilities, short set capabilities, safety interlock information, estimated completed weight information and other pertinent information shall be either submitted with the bid or readily available if requested.

TIMELY PROPOSALS

It is the bidder's responsibility to see that their proposals arrive on time. Late proposals, facsimiles, e-mails, telegram, or telephone bids shall not be considered.

DRAWINGS

All bid drawings shall be stamped PROPOSAL.

- A total of six (6) drawings shall be supplied. The provided drawings can be printed to any paper size, but the scale will only be valid when printed to the paper size listed in the title block
- Drawings shall show five (5) views: left (drivers), right (officers), front, rear, and top
- OAL (overall length) in feet and inches. The estimated length shall be rounded up to the nearest inch
- OAH (overall height) in feet and inches. The estimated height shall be rounded up to the nearest inch
- Wheelbase in inches
- Pump house width in inches
- Front of the body to the centerline of the rear axle in inches
- Front and rear overhang in inches

- Angle of approach and departure
- Roll up doors will be shown in open position. Lap doors will be shown in the closed position
- Compartment dimensions shall be shown in a table on the drawing. The table shall display

1. Clear door opening - The width/height of the clear door opening
2. Interior dimensions - The interior compartment dimensions excluding any accessories or pockets (i.e. roll up door drums, hard suction hose pans, suspension pockets, etc.)
3. Divide heights - The measurement where the compartment changes from full depth to shallow depth
4. Compartment depths - Depth of the compartment with the door closed

- Ground ladders shall be labeled with a letter designation referring to the table for an explanation of the ladder
- No pump panel or instrument panel controls, discharges or inlets shall be shown. The panel space is to be left blank and labeled "Pump Panel"
- Rear plumbing, such as 2-1/2" discharges, rear steamers, and direct tank fills, shall be shown
- Water tank outline (if applicable)
- Water tank and foam cell fill towers (If applicable)
- Generator outline (if applicable)
- Warning lights
- D.O.T. lights

Text Block Items

- Chassis make/model
- Fire pump make/model
- Water tank capacity (if applicable)
- Foam cell capacity (if applicable)
- Body material
- Hose bed capacity in cubic feet (if applicable)
- Total compartment cubic feet
- Utilize an unique bid number
- Drawings shall be printed on white paper with black ink

PURCHASER'S OBLIGATIONS

The purchaser reserves the right to accept or reject any or all bids on such basis as the purchaser deems to be in its best interest. All bidders shall be advised that the purchaser is not bound in any manner to automatically accept the lowest bid. The purchaser shall only be obligated to purchase the lowest bid that meets these detailed specifications as closely as possible.

SPECIALIZATION

Due to the complexity of the apparatus proposed, it is the desire of the purchaser to obtain equipment that is built by companies that specialize in the construction in accordance with NFPA, current edition compliant aerial devices.

The aerial device shall be engineered and fabricated by a manufacturer with a minimum of 40 years of experience in the aerial field. No exceptions shall be allowed.

No prototype devices or aerials without a proven field record shall be acceptable. The aerial device provided shall be of the highest quality available in the industry.

SAFETY REQUIREMENTS

It is required that the bidder shall meet all State and Federal safety standards and laws that are in effect on the date of the bid for the item(s) that are specified and the particular use for which they are meant.

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 them from any obligations of the bid requirements.

QUALITY AND WORKMANSHIP

The design of the apparatus shall embody the latest approved automotive engineering practices. Experimental designs and methods shall not be acceptable.

The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: accessibility of the various units that require periodic maintenance, ease of operation (including pumping and driving), and symmetrical proportions.

Construction shall be rugged and ample safety factors shall be provided to carry loads as specified.

GENERAL CONSTRUCTION

The complete apparatus, assemblies, sub-assemblies, component parts etc., shall be designed and constructed with due consideration to the nature and distribution of the load to be sustained and to the general character of service which the apparatus is to be subjected when placed in service.

All parts of the apparatus shall be strong enough to withstand the general service under full load. The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment, and repair.

The apparatus shall be designed and constructed, and the equipment mounted, with due consideration to the distribution of the load between the front and rear axles, and side to side loading that all specified equipment, including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters; shall be carried without overloading or damaging the apparatus in accordance with NFPA, current edition requirements.

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.

WARRANTY

A copy of the warranties for the chassis, pump, body, paint, water tank (if applicable), aerial device, waterway, and waterway seals shall be furnished with each bidder's proposal.

INFORMATION REQUIRED UPON DELIVERY

The manufacturer shall supply at the time of delivery at least two copies of a complete operation and maintenance manual covering the completed aerial device as delivered.

Parts manuals, where possible, shall be cross-referenced to show the actual manufacturer's name, part number and description on all parts and fittings that are commercially available.

DESIGN / CONSTRUCTION / TESTING CRITERIA

The following criteria shall be applicable to this specification to the extent specified herein:

- NFPA, Current Edition
- American Society for Testing and Materials (ATSM A-36)
- Society of Automotive Engineers, Inc. (SAE) "SAE Handbook"

- American Welding Society (AWS) AWSO 14.4-77
- American Welding Society (AWS) D1.1 and D1.2
- American Society of Non-Destructive Testing (ASNT) "ASNT CP-189

The aerial ladder shall be designed, fabricated, and tested in accordance with the above codes and specifications, as well as all other applicable codes, standards, and specifications that may be referenced by any of the above.

NON-DESTRUCTIVE TESTING

Steel ladders, turntable, stabilizers, and torque box shall have 100% of all welds tested using both magnetic particle method and visual testing method. Aerials that are fabricated of aluminum shall have 100% of all welds tested using dye penetrant method and visual method. All testing shall be performed by certified technicians, which are employees of an independent nationally recognized and certified third-party testing company. Manufacturers who rely on visual inspection (either in-house or by a third party) as the primary method of testing, and magnetic particle or dye penetrant as a secondary or "proving" test method for only suspect areas shall not be acceptable. In any case, welds shall be tested using two (2) separate NDT inspection methods regardless of the material used to construct the aerial device.

THIRD PARTY CERTIFICATION

All bids shall include copies of the certification of testing of the aerial device. The purchaser desires a device that has been tested by a third party for compliance with the minimum 2 to 1 safety factor specified in accordance with NFPA, current edition. Devices that have not been certified by a third party engineering firm that is independent of the manufacturer shall not be acceptable, no exceptions.

AERIAL DEVICE SAFETY FACTOR AND RATED CAPACITY

The purchaser desires to purchase, using these specifications, an aerial device with a minimum 2.0:1 Safety Factor as required and defined in accordance with NFPA, current edition. Therefore, the aerial manufacturer shall hereby certify, by submitting a bid for these specifications that the aerial device meets or exceeds all requirements and conditions in these specifications, no exceptions.

BID FORMS / SPECIFICATIONS

All bid forms shall be submitted on the attached bid form. The bid form and/or these specifications shall be filled out by checking either the "YES" or "NO" column for each and every section/paragraph. Failure to use this form and/or these specifications shall be cause for immediate rejection of any bid.

EXCEPTION TO SPECIFICATIONS

The following chassis, pump, and body specifications shall be strictly adhered to. Exceptions shall be allowed if they are equal to or superior to that specified and provided, they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS". Exception lists shall refer to the specification page number. Each check in the "NO" column shall be listed and fully explained. Where no check is made in a particular paragraph either "YES" or "NO", it shall be assumed the bidder is taking exception to that paragraph. If a paragraph contains an empty column, where the bidder neglected to check the proper "YES" or "NO" column, it is assumed the bidder is not conforming to the requirements of this paragraph. If no explanation is given in the "EXCEPTIONS TO SPECIFICATIONS" document, the bid is subject to immediate rejection.

PROPOSALS TAKING TOTAL EXCEPTION TO THESE SPECIFICATIONS WILL BE IMMEDIATELY REJECTED.

The buyer is aware that all bidders shall have to take some exceptions, therefore; BIDDERS THAT TAKE NO EXCEPTIONS shall BE REQUIRED TO MEET EVERY PARAGRAPH TO THE FULLEST EXTENT SHOULD THEIR BID BE ACCEPTED. It is the intent of the purchaser to receive bids that do not require telephone calls or other communications to ascertain what a bidder is intending to supply.

Upon delivery, the apparatus shall be inspected against these specifications and not those supplied by the bidder with their proposal. Deviations shall not be acceptable unless noted as exceptions at the time of bid. The apparatus shall be rejected until said deviations are corrected to the satisfaction of the buyer.

Decisions regarding equal to or better than shall be the sole responsibility of the recipient of the bids rather than companies submitting bids. All deviations, regardless of significance, must be explained in the "EXCEPTIONS TO SPECIFICATIONS" section of the bid.

When exceptions are not taken but inconsistencies are noted in the submitted detailed specifications, the bid may be rejected.

ROADABILITY

The apparatus, when fully equipped and loaded, shall be capable of the following performance while on dry paved roads that are in good condition:

- Accelerating from 0 to 35 mph within 25 seconds on a 0 percent grade
- Attaining a speed of 50 mph on 0 percent grade
- Maintaining a speed of at least 20 mph on any grade up to and including 6 percent
- The maximum top speed of the apparatus shall not exceed the tire manufacturer's maximum speed rating for the tires installed on the apparatus

FAILURE TO MEET TESTS

In the event the apparatus fails to meet the test requirements of these specifications on 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. Failure to comply with changes as required to conform to any clause of the specifications within 30 days after notice is given to the bidder of such changes, shall be cause for rejection of the apparatus.

Permission to keep or store the apparatus in any building owned or occupied by the department during the specified period, with the permission of the bidder, shall not constitute acceptance.

PROPOSAL SEQUENCE

Bid specifications shall be submitted in the same sequence as these specifications for ease of checking compliance. No exceptions shall be allowed to this requirement. The apparatus committee intends to be thorough during the evaluation of bids process. In order to maximize efficiency and minimize time to thoroughly evaluate all received bids, this requirement must be strictly enforced.

AWARD OF CONTRACT

All bids submitted shall be valid for a minimum of 30 days during which time bid securities submitted with the proposals shall be held by the purchaser. Criteria for the award shall include, but not be limited to, the following:

- Apparatus Performance And Safety Levels / Considerations
- Completeness of proposal
- Accuracy of accompanying data
- Past performance of bidder
- Compliance with the detailed specifications
- Compliance with purchasers request(s) for personnel qualifications or certifications
- Exceptions and clarifications
- Financial stability of bidder
- Local representation of the manufacturer
- Serviceability of the proposed apparatus

- Service capabilities of the bidder's local representative
- Compliance with NFPA, current edition
- Any other factor the purchaser deems relevant

After the evaluation and award process is complete, all bidders shall be notified of the results and securities shall be returned.

ENGINE AVAILABILITY

If an L9 engine is NOT available or cannot be provided for that specific quote or build slot at time of production, the engine will automatically be upgraded and charged for an X12 (or the X10 engine) with all costs associated with the upgrade being passed on to the end user. No exceptions.

If a pre-2027 emission engine is NOT available at the time of build (starting production on January 1, 2026) the order will automatically be upgraded and charged for either the 2027 engine compliant Cummins X-10 or X-15, with all associated costs being passed on to the end user. No exceptions.

PREREQUISITE BIDDING REQUIREMENTS

Any manufacturer submitting a proposal or bid, to these specifications, shall meet the following conditions:

- The manufacturer of the apparatus herein specified, shall be wholly owned (100%) and managed by a Company, Corporation, and/or Parent Company that is wholly based and permanently resides in the United States of America.
- The Company, Corporation, and/or Parent Company, and all assets belonging to such, shall be wholly owned and managed (100%) by the entities specified above.

Any proposal, bid, or response to these specifications by any foreign based, owned, or managed (in part or in whole) Company, Corporation, and/or Parent Company shall be cause for immediate rejection. Any proposal, bid, or response to these specifications by any Company, Corporation, and/or Parent Company, that is owned, operated, managed, or held in contract, in part or wholly by a partnership or other agreement, shall be cause for immediate rejection.

Exceptions to these conditions will not be allowed under any circumstances.

NFPA

The National Fire Protection Association "Standard for Automotive Fire Apparatus", is hereby adopted and made a part of these specifications, the same as if it were written out in full detail, with the exception of the section dealing with "Equipment Recommended for Various Types of Apparatus". Bidders shall provide the equipment requested herein and the buyer shall supply the rest before the apparatus is put into service. It is the intent of the purchaser to purchase an apparatus that meets 100% of the minimum standards defined and outlined in NFPA latest edition. There are to be no exceptions to this requirement.

INSPECTION CERTIFICATE - NFPA COMPLIANCE

An OEM inspection certificate for the apparatus shall be furnished upon delivery. The purpose of this NFPA compliance inspection shall be to serve as proof to the customer that all applicable standards have been met or exceeded by the responsible manufacturer.

The following objectives shall be achieved as a result (this listing shall not be construed as being all inclusive):

- Ensure that understanding of all parties respective responsibilities have been addressed by the actual referencing of NFPA and the amendments in these specifications and the purchase contract and documentation.

- Ensure that only structural materials complying with appropriate standards and codes are used for construction.
- Ensure the applicable standards of design and manufacturing have been met or exceeded.
- Ensure that safety factors have been met or exceeded where required.
- Ensure that applicable standards for testing and inspection have been met or exceeded by personnel with the appropriate qualifications, experience, and certifications.
- Ensure that where applicable components, equipment, and loose equipment carry the appropriate characteristics, classifications, and/or certifications.
- Ensure that in general and as a whole, all applicable requirements set forth in NFPA, and those codes, standards, and specifications referenced by said parties are met, exceeded, and/or addressed.

CONSTRUCTION DOCUMENTATION

The contractor shall supply, at the time of delivery, at least one (1) copy of the following documents:

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

- Owners name and address
- Apparatus manufacturer, model, and serial number
- Chassis make, model, and serial number
- GAWR of front and rear axles
- Front tire size and total rated capacity in pounds or kilograms
- Rear tire size and total rated capacity in pounds or kilograms
- Chassis weight distribution in pounds with water and manufacturer mounted equipment (front and rear)
- Engine make, model, serial number, rated horsepower, related speed, and governed speed
- Type of fuel and fuel tank capacity
- Electrical system voltage and alternator output in amps
- Battery make, model, and capacity in cold cranking amps (CCA)
- Chassis transmission make, model, and serial number; and if so equipped, chassis transmission PTO(s) make, model, and gear ratio
- If applicable, the pump make, model, rated capacity in gallons or liters per minute, and serial number
- Pump transmission make, model, serial number, and gear ratio, if unit is equipped with a pump
- If applicable, the auxiliary pump make, model, rated capacity in gallons or liters per minute, and serial number
- Water tank certified capacity in gallons or liters
- On aerial apparatus, the device type, rated vertical height in feet or meters, rated horizontal reach in feet or meters, and rated capacity in pounds or kilograms
- Paint manufacturer and paint number(s)
- Company name and signature of responsible company representative

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

3. If the apparatus has a fire pump, a copy of the following shall be provided: pump manufacturers certification of suction capability, apparatus manufacturers approval for stationary pumping applications, engine manufacturers certified brake horsepower curve showing the maximum governed speed, pump manufacturers certification of the hydrostatic test, and the certification of inspection and test for the fire pump

4. If the apparatus has an aerial device, the certification of inspection and test for the aerial device, and all the technical information required for inspections to comply with NFPA 1914, Standard for Testing Fire Department Aerial Devices

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

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

7. Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall fire apparatus (with the water tank full but without personnel, equipment, and hose)

8. Written load analysis and results of the electrical system performance tests

9. When the apparatus is equipped with a water tank, the certification of water tank capacity

OPERATION AND SERVICE DOCUMENTATION

The contractor shall supply at the time of delivery, at least two (2) sets of complete operation and service documentation covering the completed apparatus as delivered and accepted. The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof. The contractor shall also provide documentation of the following items for the entire apparatus and each major operating system or major component of the apparatus:

- Manufacturers name and address
- Country of manufacturer
- Source of service and technical information
- Parts and replacement information
- Descriptions, specifications, and ratings of the chassis, pump, and aerial device
- Wiring diagrams for low voltage and line voltage systems to include the following information: representations of circuit logic for all electrical components and wiring, circuit identification, connector pin identification, zone location of electrical components, safety interlocks, alternator-battery power distribution circuits, and input/output assignment sheets or equivalent circuit logic implemented in multiplexing systems
- Lubrication charts
- Operating instructions for the chassis, any major components such as a pump or aerial device, and any auxiliary systems
- Precautions related to multiple configurations of aerial devices, if applicable
- Instructions regarding the frequency and procedure for recommended maintenance
- Overall apparatus operating instructions
- Safety considerations
- Limitations of use
- Inspection procedures
- Recommended service procedures
- Troubleshooting guide
- Apparatus body, chassis, and other component manufacturers warranties
- Special data required by this standard
- Copies of required manufacturer test data or reports, manufacturer certifications, and independent third-party certifications of test results
- A material safety data sheet (MSDS) for any fluid that is specified for use on the apparatus
- One (1) copy of the FAMA Safety Guide

The contractor shall deliver with the apparatus all manufacturers operations and service documents supplied with components and equipment that are installed or supplied by the contractor.

STATEMENT OF EXCEPTIONS

The proposed apparatus as described in this specification document and all related material with the bid package shall meet or exceed all applicable sections for the category of apparatus as defined by NFPA unless specifically noted within this specification or other official documents associated with this bid.

Should any area, section or portion of the apparatus not meet the intent and applicable requirements, a clearly defined listing or explanation of what and why compliance was not achieved shall be provided to the purchaser at the time of delivery.

OWNER'S MANUAL

An owner's manual containing the construction, operation, and service documentation shall be provided on a USB Drive. Three (3) copies of the USB shall be provided with the apparatus.

ELECTRICAL MANUAL

A complete electrical manual for the apparatus shall also be provided on each USB Drive. This manual shall be specifically prepared for this individual unit rather than a generic schematic manual designed to accommodate all apparatus. The electrical manual shall also include electrical schematics, harness layouts, ControlMaxx specifications (including Node Input/output Spreadsheet and Node Relationship Spreadsheet), and Master Wire Listing. A contact letter shall also be provided by the electrical engineer, who built the manual, with instructions on using the manual and contact information for assistance with electrical manual questions.

ELECTRICAL SCHEMATICS

A section of the electrical manual shall include schematics of the electrical system and components on the apparatus. These schematics shall be specifically prepared for this individual unit rather than a generic schematic designed to accommodate all apparatus.

PUMP PLUMBING SCHEMATICS (if applicable)

A section of the electrical manual shall include a schematic of the pump plumbing. This schematic shall be specifically prepared for this individual unit rather than a generic schematic designed to accommodate all apparatus.

HYDRAULIC SCHEMATICS (if applicable)

A section of the electrical manual shall include schematics of the hydraulic components on the apparatus including but not limited to:

- Ladder Rack(s) and Hose Bed Door(s) (if applicable)
- Aerial Retraction/Extension (if applicable)
- Aerial Rotation (if applicable)
- Tiller HVAC Hydraulics System (if applicable)

FIRE APPARATUS SAFETY GUIDE

One (1) printed copy of the FAMA Fire Apparatus Safety Guide shall be provided with the apparatus. This guide provides safety instructions for operations of the fire apparatus.

AERIAL OPERATION/PARTS/MAINTENANCE MANUALS

One (1) printed aerial operation and maintenance manual shall be provided with the apparatus at the time of delivery. These manuals shall be written in a "step by step" format for ease of reference. One (1) USB shall be provided with a digital copy of the aerial manuals included with the printed version. Finally, a digital version of the aerial manuals will also be included with the complete Owner's Manual USB for the apparatus.

Information included in the manuals shall include, but no be limited to the following:

1. Manufacturer Defined Terminology; (to help impart full understanding of terminology used in the manuals)
2. Safety Information and Warnings; (to warn of dangerous conditions/personnel injury/equipment damage)
3. Complete Rated Capacities Information; (allowable loads and GPM flows)
4. Complete and Detailed Operating Systems Descriptions; (to impart understanding of operation/capabilities/working principles)
5. Instruction For Manufacturer Recommended Deployment and Operation Of All Systems During All Specific

Conditions; (to ensure safer, more efficient operation of the aerial device)
6. Current, Actual Illustrations Of Aerial Components Throughout The Manual; (to aid in location of specific components, being addressed in the manual)
7. Complete Maintenance Instructions/Methods/Materials/Intervals/Inspections.

AERIAL LADDER DEVICE DEMONSTRATION - (3) DAYS

A factory trained and authorized instructor shall provide three (3) consecutive days of on-site classes after apparatus acceptance.

Topics covered in the class shall include:
- General familiarization and demonstration of aerial device
- Aerial apparatus safety including a review of all safety devices, interlocks. and operational hazards
- Positioning and locating the vehicle for safe operations
- Chassis parking brakes and engagement of hydraulic system
- Deployment of stabilization devices and use of ground pads
- Operation of elevation, extension, and rotation of the aerial device
- Operation of waterway, nozzle, and other firefighting devices of aerial device
- Operation and use of breathing air system
- Specific aerial device maintenance and service areas for operators
- Shutdown and return to service operations
- Operation of tip controls and platform controls if equipped

Classes shall consist of presentations as well as hands-on demonstration.

MISCELLANEOUS EQUIPMENT ALLOWANCE

The Gross Axle Weight Rating (GAWR) and the Gross Combined Weight Rating (GCWR) or Gross Vehicle Weight Rating (GVWR) of the chassis shall be adequate to carry the weight of the unequipped apparatus with the water tank and other tanks full, specified hose load, unequipped personnel weight, ground ladders, and miscellaneous equipment allowance of 2,500 pounds.

TILT TABLE TESTING NOT REQUIRED

The chassis of the apparatus is equipped with Electronic Stability Control (ESC), which is in accordance with NFPA, current edition. requirement of maintaining a stability of 26.5 degrees in both directions.

VEHICLE STABILITY

The apparatus shall comply with the requirements of NFPA, current edition as it applies to vehicle stability. The particular apparatus as described in the specification provided within the bid package shall be classified into one of the following categories:

- The apparatus shall go through actual tilt table testing which shall be determined by the apparatus

manufacturer.
- The apparatus shall be equipped with a rollover stability control system as defined in section 4.13.1.2 of NFPA, current edition.
- The apparatus shall be deemed a similar apparatus and meeting the intent of section 4.13.1.1.2 of NFPA, current edition.

INDEPENDENT THIRD PARTY PUMP CERTIFICATION

The fire pump shall be tested and certified by an independent third party testing company. Tests shall be conducted so that the pump performs as listed below:

- 100% of rated capacity at 150 pounds net pressure
- 70% of rated capacity at 200 pounds net pressure
- 50% of rated capacity at 250 pounds net pressure
- 100% of rated capacity at 165 pounds net pressure

The entire pump, both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined in accordance with NFPA, current edition. The pump shall be free from objectionable pulsation and vibration.

PUMP CERTIFICATION

The pump shall be certified in U.S. gallons per minute (GPM).

ONLINE CUSTOMER INTERACTION

Smeal Holding LLC. shall provide the capability for online access.

The fire department shall be able to view digital photos of their apparatus in the specified phases of construction.

The following phases will be captured and displayed:

- Chassis arrival to the OEM
- Fabrication
- Pump and Plumbing
- Paint
- Assembly
- Completion of production

The photos shall be uploaded to a secure website, only accessible to the customer and representatives of the OEM.

PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be held at the apparatus manufacturer's factory. Fire department personnel, dealer representative(s) and factory representative(s) shall be present during the pre-construction meeting process. The purpose of conducting this meeting at the factory is to allow the fire department personnel to see various features of or similar components on other apparatus that may be found on the production floor. The pre-construction meeting is the most important meeting during the after-sale production process. The purpose of this meeting is to finalize all aspects of the specifications, discuss and clarify all design details of the apparatus, and to share or provide all information so all parties are in agreement on the apparatus being constructed. The ultimate goal of the pre-construction meeting is for the fire department officials, dealer representative(s), and factory representative(s) to discuss and clarify all aspects of the proposed apparatus and to provide all necessary information to the apparatus manufacturer that will ensure the apparatus is built to the satisfaction of all parties involved.

The apparatus manufacturer shall create and forward to the dealer a "Pre-construction" document containing the following items:

- Complete specifications of the apparatus including the chassis
- Detailed amp draw report
- Listing of clarifications or questions from the manufacturer that require attention (shelf locations, lettering details, etc.)
- A pre-construction drawing shall be provided that encompasses all views on a single page

During this pre-construction meeting, any changes or clarifications must be documented on a manufacturer issued change order. The change order shall be signed by the customer and dealership and ultimately by the apparatus manufacturer. The change order becomes an extension of the contract with the official signatures of all three parties. All change order items resulting from the pre-construction meeting shall be implemented into the official shop order document.

FINAL INSPECTION

The department/dealer representative will inspect the final apparatus prior to it leaving the apparatus body manufacturer's facility. This will allow any changes that may be required, to be done so in a timely manner. After leaving the facility, all repairs or alterations will be performed by either the dealer or an OEM-approved service center.

MAXIMUM OVERALL HEIGHT

The overall height of the apparatus shall not exceed 144" (12'-0") from the ground. This measurement shall be taken with the tires properly inflated and with the apparatus in the unloaded condition to ensure a maximum overall height. In order to provide the maximum overall height, proposed units using calculated weight as a means to achieve a lower overall height shall not be accepted. The measurement shall be taken at the highest point of the apparatus.

MAXIMUM OVERALL LENGTH

The overall length of the apparatus shall not exceed 517" (43'-1").

WHEELBASE

The wheelbase of the apparatus shall not exceed 252".

ANGLE OF APPROACH

The angle of approach of the apparatus shall be a minimum of 8 degrees.

ANGLE OF DEPARTURE

The angle of departure of the apparatus shall be a minimum of 8 degrees.

MODEL

The chassis shall be a Gladiator model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2027 model year.

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. The chassis manufacturer is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from the chassis manufacturer or their OEM needed to be in compliance with those regulations.

CAB AND CHASSIS LABELING LANGUAGE

The cab and chassis shall include the applicable caution, warning, and safety notice labels with text to be written in English. All applicable caution, warning, and safety notice labels shall be Innovative Controls brand. Where applicable to the location within the specific layout and label package of the cab and chassis, the labels shall include decorative chrome bezels. Designs shall include bezels that fit individual labels or packaged configurations of labels in certain common locations.

APPARATUS TYPE

The apparatus shall be a Quint vehicle designed for emergency service use. The apparatus shall include a permanently mounted fire pump which has a minimum rated capacity of 750 gallons per minute (3000 L/min), a water tank, a hose storage area, a compliment of ground ladders, and an aerial ladder or elevating platform with a permanently mounted waterway that shall be rear mounted thus providing the following vehicle benefits:

- Improved mobility vs. mid-ship mounted units, due to shorter overall travel length and wheelbase.
- Increased compartment space, hose load, and water capacity in the body, resulting from ladder being raised to clear the cab.
- Shorter vehicle wheelbase.

Shorter overall length of vehicle.

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

VEHICLE ANGLE OF APPROACH PACKAGE

The angle of approach of the apparatus shall be a minimum of 8.00 degrees.

NFPA1901 Angle of Approach definition:
“To determine the angle of approach, place a thin steel strip against the front of the tires where they touch the ground or stretch a tight string from one front tire to the other at the front where they touch the ground. Determine the lowest point (component or equipment) on the vehicle forward of the front tire that would make the smallest angle of approach. Hang a plumb bob from the lowest point and mark the point on the ground where the point of the plumb bob touches. Measure the vertical distance from the ground to the point where the plumb bob was hung (distance *V*). Measure the horizontal distance from the plumb bob point to the steel strip or string running from front tire to front tire (distance *H*). Divide the vertical distance by the horizontal distance. The ratio of *V/H* is the tangent of the angle of approach. If the ratio is known, the angle of approach can be determined from a table of trigonometric functions of angles or from a math calculator. The standard requires a minimum angle of approach of 8.00 degrees: since the

tangent of 8.00 degrees is 0.1405, if *V* divided by *H* is 0.1405 or larger, the angle of approach is 8.00 degrees or greater."

AXLE CONFIGURATION

The chassis shall feature a 6 x 4 axle configuration consisting of a tandem rear drive axle set with a single front steer axle.

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 24,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 54,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

PUMP PROVISION

The chassis shall include provisions to mount a drive line pump in the middle of the chassis, behind the cab, more commonly known as the midship location. Chassis driveline pump provisions shall include an interlock feature for automatic setting of the park brake when the vehicle is shifted into pump mode while the transmission is in neutral and the transmission output speed translates to less than 1 mph. When the conditions are met the driver side parking brake valve shall activate. Once shifted to road mode the condition for electric automatic brake engagement is no longer present and the driver's parking brake control valve shall function normally.

WATER & FOAM TANK CAPACITY

The chassis shall include a carrying capacity of up to 750 gallons (2839 liters). The water and/or foam tank(s) shall be supplied and installed by the apparatus manufacturer.

WARRANTY

Purchaser shall receive a Custom Chassis Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0102. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB STYLE

The cab shall be a custom, fully enclosed, LLFD model with a flat roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to ten (10) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the “A” pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 99.40 inches wide with a minimum interior width of 91.00 inches. The overall cab length shall be 147.10 inches with 70.00 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 55.00 inches, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 65.88 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 51.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.50 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.50 inches deep X 32.50 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 11.50 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.25 inches deep X 22.75 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

OCCUPANT PROTECTION

An IMMI 4Front® occupant protection system shall be installed in the vehicle’s cab. The system shall inflate up to three (3) air bags in the following locations as applicable by customer specification:

- Steering wheel air bag to protect the head and neck of the driver
- Knee bolster air bag to protect the driver’s legs
- Knee bolster air bag to protect the officer’s legs

The air bags shall use a combination of high-pressure stored argon and oxygen with a pyrotechnic charge for initiation to inflate the bags remain inflated for several seconds.

The system shall be connected to the crash detection sensor that will also activate the driver and first officer integrated belt pretensioners if it detects a frontal crash.

A RollTek™ rollover occupant protection system shall be installed in the apparatus cab. The system shall include an integrated roll sensor (IRS).

The IRS shall be a microprocessor-controlled solid-state sensing device that utilizes vehicle-specific calibrations to detect rollovers. The IRS shall be equipped with pyrotechnic loops for connection to the protective countermeasures which shall include seat integrated side roll airbags (SRA), integrated seat belt pretensioners, and air seat pull-downs (S4S), in applicable occupant seat positions.

The IRS shall continuously monitor the truck`s acceleration and angle, and upon detection of an imminent roll-over, shall activate protective countermeasures in a pre-programmed sequence. In addition, the IRS shall also act as a data recorder to record crash events for post-crash evaluation.

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the “Classic” design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

FRONT GRILLE

The front cab fascia shall include a classic box style, 304 stainless steel front grille. The grille shall measure 55.45 wide X 33.50 inches high X 1.50 inches deep. The upper portion of the grille shall be hinged to provide service access behind the grille. The grille shall include a minimum free air intake of 750.00 square inches.

CAB UNDERCOAT

There shall be undercoating applied to the underside of the cab which provides an abrasion resistant coating for protection against corrosion caused by moisture, salt, alkalis and galvanic reaction.

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

CAB PAINT EXTERIOR

The cab exterior shall be painted two tone per customers specified paint colors following the RFG-SR-001 paint standards.

CAB PAINT PROCESS/MANUFACTURER

The cab shall be painted with PPG Industries paint prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the cab shall be mechanically etched by sanding disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once all imperfections on the exterior surfaces are removed and sanded smooth, body fillers shall be applied to the cab on all surfaces that require a critically aesthetic finish and sanded smooth.

The entire cab shall then be coated with a high quality base primer that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be sanding the cab to a smooth finish followed by sealing the seams with an automotive seam sealer. The minimum thickness of the primer coat after sanding shall be 2.50 mils with a maximum thickness of 5.00 mils.

The cab shall then be painted the specific color(s) designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on an emergency scene. The paint shall have a minimum thickness of 1.00 mils with a maximum of 4 mills, followed by a clear top coat with a minimum of 2.5 mils and a maximum of 3.5 mils. The entire cab shall then be baked to speed the curing process of the coatings.

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be:

CAB PAINT SECONDARY/UPPER COLOR

The secondary/upper paint color shall be:

CAB PAINT EXTERIOR BREAKLINE

The upper and lower paint shall meet at a breakline on the cab which shall be located approximately 1.00 inch below the door windows on each side of the cab. The breakline shall curve down at the front cab corners to approximately 5.00 inches below the windshields on the front of the cab.

CAB PAINT PINSTRIPE

Where the upper and lower paint colors meet a temporary 0.50 inch wide black pinstripe shall be applied over this break line to offer a more finished look prior to the final pinstripe being installed by the OEM.

CAB PAINT WARRANTY

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall be painted with a multi-tone onyx black texture finish.

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

CAB ENTRY DOOR TYPE

All cab entry doors shall be barrier clear design resulting in exposed lower cab steps. The doors shall provide approximately 32.00 inches of clearance from the ground to the bottom of the door so cab doors may be opened un-hindered by most obstacles encountered, such as guard rails along interstate highways.

Entry doors shall include Pollak mechanical plunger style switches for electrical component activation.

CAB INSULATION

The cab ceiling and walls shall include a nonwoven polyester fiber insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

CAB STRUCTURAL WARRANTY

Purchaser shall receive a Cab Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0602. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi – Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

MULTIPLEX DISPLAY

The multiplex electrical system shall include an FRC OmniPlex S-Core 10-inch Touchscreen display which shall be located on the left side dash in the switch panel. The Touchscreen displays shall feature full color LCD display screens.

LOAD MANAGEMENT SYSTEM

The apparatus load management shall be performed by the included multiplex system. The multiplex system shall also feature the priority of sequences and shall shed electrical loads based on the priority list specifically programmed.

DATA RECORDING SYSTEM

The chassis shall have a Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the ControlMaxx Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system. The laptop connection shall be a panel mounted female type C USB connection point, mounted in dash.

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40-amp battery direct load. One (1) power stud shall be capable of carrying up to a 15-amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

The Master power distribution box (MPD) shall include five (5) fuses. The battery direct bus bar shall include one (1) 300-amp fuse labeled E-PUMP and one (1) 300-amp fuse labeled PUMP PRIMER. The master power bus bar shall include one (1) 200-amp fuse labeled PUMP MASTER, one (1) 300-amp fuse labeled BODY MASTER, and one (1) 300-amp fuse labeled AERIAL MASTER. Each bus bar stud is size 5/16”.

AUXILIARY ACCESSORY POWER

An auxiliary six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed behind the switch panel. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

ADDITIONAL ACCESSORY POWER

An additional ten (10) position blade type fuse panel shall be installed behind the officer’s seat. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

ELECTRICAL SYSTEM WARRANTY

Purchaser shall receive an Electrical System Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0202. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ENGINE

The chassis engine shall be a Cummins heavy heavy duty (HHD) certified X15 engine. The X15 engine shall be an in-line six (6) cylinder, four-cycle diesel-powered engine. The engine shall offer a rating of 565 horsepower at 1800 RPM and shall be governed at 2100 RPM. The torque rating shall feature 1850-foot pounds of torque at 1000 RPM with 912 cubic inches (14.9 liter) of displacement.

The engine shall feature a VGT™ Turbocharger, a high-pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2027 emissions standards.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

Until the 2027 EPA engine integration is finalized, option availability and body design relative to engine and aftertreatment are subject to change. Additional costs associated with the 2027 EPA engine will be passed on to the end user. No exceptions.

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade 0.19 of an inch thick aluminum alloy plate. The tunnel shall be a maximum of 46.50 inches wide X 29.00 inches high.

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit. The controls shall be located on the digital dash display.

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control which shall be pre-set to operate the engine at a specified RPM to increase alternator output if the system voltage drops to 12.5 volts. This device shall automatically operate only when the engine is running, the transmission is in neutral, and with the parking brake set. The automatic high idle will stay engaged for a minimum of ten (10) minutes and until the system, voltage has reached 13.0 volts. Application of the service brake will override the automatic high idle and reset timer. The vehicle shall be equipped with a high-idle speed virtual button on the vehicle display and control screen to activate/deactivate manual control only. It shall be pre-set so when activated, it will operate the engine at the specified RPM to increase alternator output. This device shall operate only when the engine is running, the transmission is in neutral, and with the parking brake set. When automatically engaged the high idle shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake pedal is released, or when the transmission is placed in neutral. Virtual control screen shall not override automatic high idle between voltage parameters during timed cycle. Display shall indicate when high idle is disabled, enabled, or active.

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/high virtual button through the vehicle display and control screen. The system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

FLUID FILLS

The engine oil, coolant, transmission, and power steering fluid fills shall be located under the cab. The windshield washer fill shall be accessible through the front left side mid step.

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

ENGINE WARRANTY

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

REMOTE THROTTLE HARNESS

An apparatus interface wiring harness for the engine and transmission pump interlocks shall be supplied with the chassis. The harness shall include a connector for connection to a chassis pump panel harness supplied by the body builder and shall terminate in the left frame rail behind the cab for connection by the body builder. The harness shall include circuits deemed for a pump panel and shall contain circuits for a hand throttle, and a multiplexed gauge. Separate circuits shall also be included for a pump control switch, "Pump Engaged" and "OK to Pump" indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, clean power, customer

ignition, air horn solenoid switch, high idle switch and high idle indicator light. The harness shall contain interlocks that will prevent shifting to road or pump mode unless the transmission output speed translates to less than 1 mph and the transmission is in neutral. The shift to pump mode shall also require the park brake be set.

ENGINE PROGRAMMING REMOTE THROTTLE

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

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator. This ember separator shall be designed to protect the downstream air filter from embers using a combination of unique flat and crimped metal screens packaged in a heavy duty galvanized steel frame. This multilayered screen shall trap embers and allow them to burn out before passing through the pack.

The engine air intake system shall also include an air cleaner mounted above the radiator. This air cleaner shall utilize a replaceable dry type filter element designed to prevent dust and debris from being ingested into the engine. A service cover shall be provided on the housing, reducing the chance of contaminating the air intake system during air filter service.

The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton fully variable type fan drive with SmartClutch J-1939 CAN controller.

The variable speed fan clutch only engages at the amount needed for proper cooling to facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail-safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure. The fan speed shall include a J-1939 CAN clutch controller to receive signal from the engine control module to activate at variable rates of speed. Variable speeds shall be set through thermostatic and engine speed signals to run as efficiently and quietly as required to maintain temperature.

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injected molded polymer fan with a three (3) piece fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and rearward oriented sight glass to observe coolant in the system. A cold fill and observation line shall be included within the frame mounted translucent recovery bottle to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump hoses and stainless steel “constant torque” style clamps meeting the engine manufacturer's requirements.

The radiator and charge air cooler shall be removable through the bottom of the chassis.

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

COOLANT HOSES

The cooling systems hose shall be formed silicone hose and formed aluminized steel tubing and include stainless steel constant torque band clamps.

ENGINE EXHAUST SYSTEM

The exhaust system shall include an end-in end-out horizontally mounted dual module after treatment device, and downpipe from the charge air cooled turbo. The dual module shall include a diesel particulate filter (DPF), urea dosing module (UL2), and a selective catalytic reduction (SCR) catalyst to meet current EPA standards.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The DPF, the decomposition tube, and the SCR canister through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system after treatment modules shall be mounted below the frame, with the DPF in the inner frame inboard position and the SCR rearward in the inboard position. The mounting brackets shall be mounted on the inside of the frame.

Disclaimer - Until the 2027 EPA engine integration is finalized, available options and body design specifications related to the engine and aftertreatment system are subject to change. This may include, but is not limited to, wheelbase dimensions, centerline of suction for pumps, and pump configurations. Any additional costs resulting from the 2027 EPA engine requirements will be passed on to the end user - No exceptions.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of five (5) usable gallons and shall be mounted on the left-hand side of the chassis frame behind the rear crew door entry steps.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

The exhaust flex joint shall not include the thermal exhaust wrap.

EMISSIONS SYSTEMS WARRANTY

Purchaser shall receive a Regulated Emissions Systems ten (10) years, or 450,000 miles, or 22,000 engine hours limited warranty for heavy heavy-duty engines in accordance with, and subject to, warranty certificate RFW0144. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

REGULATED EMISSIONS WARRANTY TIRES

Purchaser shall receive a regulated emissions tires two (2) years or 24,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0145. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

REGULATED EMISSIONS WARRANTY AIR CONDITIONING

Purchaser shall receive a regulated emissions air conditioning five (5) years or 100,000 miles limited warranty in accordance with, and subject to, warranty certificate RFW0146. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

TRANSMISSION

The drive train shall include an Allison model EVS 4000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters which shall offer Allison formulated Castrol TranSynd™ synthetic transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

1st	3.51:1
2nd	1.91:1
3rd	1.43:1
4th	1.00:1
5th	0.74:1
6th	0.64:1 (if applicable)
Rev	4.80:1

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will automatically select a four (4) speed operation. The fifth speed over drive shall be available with the activation of the mode button on the shifting pad.

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V/VI-E transmission EVS group package number 127 shall contain the 198 vocational package in consideration of the duty of this apparatus as a pumper. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

This package shall be coupled with the use of a split shaft PTO and incorporate pumping circuits. These circuits shall be used allowing the vehicle to operate in the fourth range lockup while operating the pump mode due to the 1 to 1 ratio through the transmission, therefore the output speed of the engine is the input speed to the pump. The pump output can be easily calculated by using this input speed and the drive ratio of the pump itself to rate the gallons of water the pump can provide.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V/VI-E transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

Function ID	Description	Wire assignment
Inputs		
C	PTO Request	142
J	Fire Truck Pump Mode (4th Lockup)	122 / 123
Outputs		
C	Range Indicator	145 (4th)
G	PTO Enable Output	130
	Signal Return	103

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically.

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic transmission fluid drain plug.

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

LH PTO

A ten (10) bolt standard duty clutched drive PTO shall be provided by the chassis manufacturer and installed on the transmission. Installation shall include mounting of the PTO and wiring the unit with a control switch.

LH PTO MODEL

A ten (10) bolt Chelsea model 281-GGFJP-E5XD heavy duty transmission driven PTO shall be installed. The clutched shifted PTO is designed specifically for the Allison world transmission and provides an intermittent and continuous torque rating of 360 lb. ft.

PTO LOCATION

The transmission shall have two (2) power take off (PTO) mounting locations, one (1) in the 8:00 o'clock position and one (1) in the 1:00 o'clock position.

LH PTO CONTROL

Switches for the power take off shall be wired to the V-mux node to be used by the OEM. There shall be an on/off rocker switch labeled "Aerial Master" wired to a V-mux input and output with integral light wired to the v-mux input terminal of the switch that shall illuminate when the switch is on, and the v-mux output is active.

There shall be an on/off rocker switch labeled "Aerial PTO" activated by the "Aerial Master" rocker switch with an input to the V-mux node when the switch is on and an integral light activated by an independent V-mux output. The switches shall be located on dash.

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with MSI 1810 series universal joints for the main drivelines, and 1710 series for the inter-axle shaft. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat®. The drivelines shall include Meritor brand u-joints with thrust washers.

MIDSHIP PUMP / GEARBOX

A temporary jackshaft driveline shall be installed by the chassis manufacturer to accommodate the mid-ship split shaft pump as specified by the apparatus manufacturer. Holes shall be provided in the frame as specified by the OEM for mounting a Smeal aerial pump module.

See PDF for specific hole pattern.

MIDSHIP PUMP / GEARBOX MODEL

The midship pump/gearbox provisions shall be for a Waterous CSUC20 or C22 pump.

MIDSHIP PUMP GEARBOX DROP

The Waterous pump gearbox shall have a "B" (short) drop length.

MIDSHIP PUMP RATIO

The ratio for the midship pump shall be 2.27:1.

MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE

The midship pump shall be located so the dimension from the centerline of the suction to the centerline of the rear axle is 122.00 inches.

PUMP SHIFT CONTROLS

One (1) air pump shift control panel shall be located on the left hand side of the engine tunnel, integrated with the shifter pod. The following shall be provided on the panel: a three (3) position control lever; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. The pump shift control panel shall be black with a yellow border outline and shall include pump instructions. An instruction plate describing the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver's position per NFPA **16.10.1.3**.

The road mode shall be selected when the control lever is in the forward position and pump mode shall be selected when the control lever is in the rearward position.

The control lever center position shall exhaust air from both pump and road sides of the pump gear box shift cylinder.

PUMP SHIFT CONTROL PLUMBING

Air connections shall be provided from the air supply tank to the pump shift control valve and from the pump shift control valve to the frame mounted bracket. The frame mounted bracket shall include labeling identifying the pump and road connection points with threaded 0.25 inch NPT fittings on the solenoid for attaching the customer installed pump. The air supply shall be pressure protected from service brake system.

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Racor GreenMAX 6600R fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve and a see-through cover to allow visual inspection of fuel and filter condition. The Racor 6600R shall meet engine requirements for particulate size, collection capacity, removal efficiency, and water removal efficiency. The filter shall be capable of handling a maximum flow rate of 150 gallons per hour.

A secondary fuel filter shall be included as approved by the engine manufacturer.

An instrument panel lamp and audible alarm which indicates when water is present in the fuel-water separator shall also be included.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black textile braided lines which are reinforced with braided high tensile steel wire. The fuel lines shall be connected with reusable steel fittings.

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length.

The baffled tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with “U” straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

FUEL TANK MATERIAL AND FINISH

The fuel tank shall be constructed of 12 gauge aluminized steel. The exterior of the tank shall be powder coated black and then painted to match the frame components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 Method B, results to be 5B minimum. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794, results to be 5B minimum.

Any proposals offering painted fuel tanks with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

FUEL TANK STRAP MATERIAL

The fuel tank straps shall be constructed of #304 stainless steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible.

FUEL TANK MISCELLANEOUS OPTIONS

The fuel tank shall be temporarily mounted, to be permanently relocated by the OEM. The tank and mounting straps as specified shall be included with the chassis along with components for permanent standard installation.

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

FUEL TANK SERVICEABILTY PROVISIONS

The chassis fuel lines and sender wiring shall have additional length provided so the tank can be easily lowered and removed for service purposes. The additional 12.00 feet of length shall be located above the fuel tank and shall be coiled and secured. The fuel line fittings shall be pointed towards the right side (curbside) of the chassis.

FUEL TANK DRAIN PLUG

A 0.5 inch NPT magnetic drain plug shall be centered in the bottom of the fuel tank.

FRONT AXLE

The front axle shall include a Reyco Granning ResponseMaster®, fire apparatus specific independent front suspension (IFS) offering superior ride and improved handling.

The suspension shall utilize fully independent double wishbone arms with carrier and kingpin for optimized scrub radius. Air springs are tuned for ride and help reduce suspension weight. The IFS reduces turn radius with improved wheel cut over beam axles. The hydraulic damper shall feature rebound control to ensure the maximum load stability and superior driver comfort. The IFS system shall improve handling and offer better braking because of improved ground to tire ratio. This design shall allow for independent adjustment of the vehicle's alignment settings. The IFS shall include an auxiliary transverse leaf spring.

Proposals offering independent front axles comprised of torsion bar style suspensions shall not be considered.

FRONT AXLE WARRANTY

The front axle shall be warranted by Tuthill for three (3) years or 150,000 miles, which ever comes first. Details of the Tuthill warranty are provided on the PDF document attached to this option.

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

FRONT SHOCK ABSORBERS

Two (2) Koni shock absorbers shall be provided and installed as part of the front suspension system. Each shock shall deliver improved road handling and durability.

FRONT SUSPENSION

The chassis shall include an independent front suspension (IFS) system. The known advantages of IFS systems can be improved handling and better braking due to the increase in tire surface to ground contact area. The suspension travel of the IFS shall be approximately 6.50 inches, providing 3.00 inches bounce and 3.50 inches rebound of the suspension. The IFS front axle shall be rated between 22,001 and 24,000 pounds.

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

POWER STEERING PUMP

The hydraulic power steering pump shall be a Vickers V20H and shall be gear driven from the engine. The pump shall be a fixed displacement vane type. The power steering system shall include an oil to air passive cooler.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and right.

Note: Addition of optional equipment may require cramp angle to be reduced.

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 85/RCS 85.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

REAR AXLE

The rear axle shall be a Meritor model RT-52-185 tandem drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a fire service rated capacity of 54,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.56 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for five (5) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

REAR AXLE DIFFERENTIAL CONTROL

The tandem axle chassis shall include an inter-axle differential lock which shall allow both axles to be engaged as drive axles. The inter-axle differential lock shall be controlled by a virtual button on the vehicle display and control screen. The vehicle display shall indicate when positive engagement of the inter-axle differential lock has occurred.

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 60 MPH +/-2 MPH at governed engine RPM.

REAR SUSPENSION

The tandem rear axle shall feature a Hendrickson Firemaax™ air suspension. Each axle will be independently suspended for optimum performance. The suspension shall include four optimized air springs mounted to cast structural trailing arms, transverse cross beams for increased roll stability and four heavy duty shock absorbers. Dual air height control valves shall be installed on each axle to ensure equal frame height on both sides of the vehicle regardless of the load. Axle alignment is maintained using four eccentric bushings at each frame bracket. The rear tandem suspension shall have 54.00 inch axle centers.

The rear suspension capacity shall be rated at 48,001 to 54,000 pounds

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

SUSPENSION CONTROLS

The front suspension shall incorporate an air retention system which shall activate when the park brake is engaged. The air retention system shall retain air in the front suspension air bags when the chassis is raised off the ground by the aerial outriggers. There shall be an air retention system low pressure indicator within the driver's instrumentation display.

The rear suspension shall incorporate a kneeling feature which, when activated, will deplete the air in the air bag to lower the rear of the chassis.

The kneeling system shall include a button on the vehicle display and control screen to control the rear kneeling feature. The system shall include a park brake interlock and the driver display shall include a notice of system activation.

TIRE INTERMITTENT SERVICE RATING

The chassis shall be rated using Intermittent Service ratings provided to the emergency vehicle market by the tire manufacturers as the basis for determining the maximum vehicle load and speed.

FRONT TIRE

The front tires shall be Goodyear 425/65R-22.5 load range L tubeless radial Armor Max MSA mixed service tread.

The front tire stamped load capacity shall be 22,800 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum load capacity shall be 24,400 pounds per axle with a speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum speed capacity shall be 22,800 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR TIRE

The rear tires shall be Goodyear 12R-22.5 16PR "H" tubeless radial Endurance RSA mixed service treads.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a nominal speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum load capacity shall be 29,020 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Goodyear Intermittent Service Rating maximum speed capacity shall match the nominal speed rating.

The Goodyear Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR AXLE RATIO

The rear axle ratio shall be 5.38:1.

TIRE PRESSURE INDICATOR

There shall be electronic chrome LED valve caps shipped loose for installation by the OEM which shall illuminate with a red LED when tire pressure drops 8psi provided. The valve caps are self-calibrating and set to the pressure of the tire upon installation.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch aluminum wheels. The wheels shall feature Alcoa's Dura-Black® finish technology as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

REAR WHEEL

The outer rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with Alcoa's Dura-Black® finish technology as an integral part of the wheel surface. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch aluminum wheels with Alcoa's Dura-Black® finish technology as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall include Counteract brand balancing beads.

WHEEL TRIM

The front and rear wheels shall include Alcoa Dura-Black hub and nut covers shipped loose with the chassis for installation by the apparatus builder. The hub and nut covers shall be multi-piece clamp on style that mounts directly to the lug nuts.

Each wheel trim component shall meet D.O.T. certification.

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include, at a minimum, a three (3) air tank, four (4) reservoir system with a total of 6236 cubic inch of air capacity. The air tanks shall be mounted with stainless steel brackets. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The tandem rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A six (6) sensor, six (6) modulator Anti-lock Braking System (ABS) shall be installed on the front and tandem rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the tandem rear axle. The ATC system shall apply the ABS when the drive wheels lose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual button on the vehicle display and control screen shall be provided and properly labeled “mud/snow”. When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle’s motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle’s lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

FRONT BRAKES

The front brakes shall be Knorr/Bremse SN7 disc brakes with 17.00 inch vented rotors.

REAR BRAKES

The rear brakes shall be Meritor 16.50 inch X 7.00 inch S-cam drum type. The brakes shall feature a cast iron shoe.

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

SUPPLEMENTAL BRAKE

A supplemental brake engagement shall be supplied that can only be engaged while the rear spring brakes are engaged. In addition to the mechanical rear brake engagement, the front service brakes shall also be engaged via air pressure, providing additional braking capability. Front service brake activation shall be accomplished with activation of the rear mechanical park brake valve.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake.

The parking brake actuation valve shall be mounted to the left side of the engine tunnel integrated into the transmission shift pod console within easy access of the driver.

REAR BRAKE SLACK ADJUSTERS

Haldex rear brake automatic slack adjusters shall be installed on the axle.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral 100 watt heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of

moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be located on the right hand frame rail forward of the front wheel behind the right hand cab step.

FRONT BRAKE CHAMBERS

The front brakes shall be provided with type 24 brake chambers as supplied with the independent front suspension axle.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 30/36 brake chambers which shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake shoes against the brake drum. The TSE Type 36 brake chamber has a 36.00 square inch effective area.

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket.

MOISTURE EJECTORS

Heated, automatic moisture ejectors with a manual drain provision shall be installed on all reservoirs of the air supply system. The manual drain provision shall include an actuation pull cable coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) shall be blue.

Brass compression type fittings shall be used on the nylon tubing except as noted. All drop hoses shall be fiber reinforced neoprene covered hoses.

All nylon air tubing on the chassis shall be covered with high temperature plastic split loom.

Note: The IR-2 valve shall include push to connect fittings.

AIR INLET CONNECTION

An air connection for the shoreline air inlet shall be supplied.

AIR INLET LOCATION

The air inlet shall be installed in the left hand side lower front step in the forward position.

AIR INLET/ OUTLET FITTING TYPE

The air connector supplied shall be a 0.25 inch size Tru-Flate Interchange style manual connection which is compatible with Milton ‘T’ style, Myers 0.25 inch Automotive style and Parker 0.25 inch 10 Series connectors.

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted perpendicular to frame.

WHEELBASE

The chassis wheelbase shall be 252.00 inches.

REAR OVERHANG

The chassis rear overhang shall be 64.00 inches.

FRAME

The frame shall consist of double rails running parallel to each other with cross members forming a ladder style frame. The frame rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep upper and lower flanges X 0.38 inches thick with an inner channel of 9.44 inches high X 3.13 inches deep and 0.38 inches thick. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. Each double rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,213,100 inch pounds and have a minimum section modulus of 29.21 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the “box method” shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

MISCELLANEOUS FRAME OPTIONS

The frame shall include drillings which shall be specific to mounting a Smeal 105RM, 100RM, 125RM, or 100MM substructure.

See PDF for OEM Specified pattern.

FRAME CLEAR AREA

The chassis frame shall be left clear of chassis mounted components inside or outside the frame rails within the first 30.00 inches behind the cab to allow space for OEM installed components. Cross members may be installed in the clear area if required for proper frame or driveline configuration.

FRAME PAINT

The frame rails shall be hot dip galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

- Main frame “C” channel or channels

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

- Steering gear bracket
- Front splayed rails and fish plates
- Bumper extensions
- Cross members
- Cross member gussets
- Fuel tank mounting brackets
- Fuel tank straps (unless material/finish is specified in 3130 subcat)
- Air tanks (unless color coded tanks are specified in 3205 subcat)
- Air tank mounting brackets
- Exhaust mounting brackets
- Air cleaner skid plate
- Radiator skid plate
- Battery supports, battery trays and battery covers

Other non-galvanized under carriage components which are received from the suppliers with coatings already applied shall include but are not limited to:

- Suspension components
- Front and rear axles

All powder coatings, primers and paint used on the non-galvanized components shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

FRAME ASSEMBLY STRUCTURAL

Purchaser shall receive a Frame Assembly Structural Fifty (50) Years or 250,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0305. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME RAIL CORROSION

Purchaser shall receive a Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0316. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME COMPONENTS CORROSION

Purchaser shall receive a Frame Components Corrosion (Powder Coat) Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0313. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRONT BUMPER

The chassis shall include a formed channel front bumper. The bumper shall be constructed of 110 psi high strength low alloy steel. The bumper material shall measure 10.25 inches high with a 3.50 inch flange and shall be 0.38 inch thick and 104.50 inches wide, with 45.00 degree angled front corners.

The bumper shall be primed and painted as specified.

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 21.00 inches ahead of the cab.

FRONT BUMPER PAINT

The front bumper shall be painted the same as the lower cab color.

FRONT BUMPER APRON

The 21.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate.

The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

FRONT BUMPER DISCHARGE

The chassis shall include frame mounted 2.00 inch diameter plumbed pipe intended for use as a discharge trash line. The discharge pipe shall be routed from the left hand front splay rail area behind the bumper to the area rear of the front axle, ahead of the battery box.

The discharge shall pipe shall be a, 2.00 inch stainless steel schedule 10 tube. The discharge shall include a Victaulic groove for connecting to the pump and discharge hose plumbing on each end of the tube.

The apparatus manufacturer shall plumb the discharge pipe to the pump and shall provide all valves as required.

FRONT BUMPER COMPARTMENT CENTER

The front bumper shall include a compartment in the bumper apron located in the center between the frame rails which may be used as a hose well. The compartment shall be constructed of 0.13 inch 5052-H32 grade aluminum and shall include drain holes in the bottom corners to allow excess moisture to escape. The compartment shall include a notched cover constructed of 0.19 inch thick bright embossed aluminum tread plate. The notch shall be located in the left front portion of the cover and shall be 4.00 inches in length with a 2.00 inches wide radius.

FRONT BUMPER COMPARTMENT COVER HARDWARE

The front bumper compartment cover(s) shall include gas cylinder stays which shall hold the cover open. Each cover shall be held in the closed position via a D-ring style latch.

MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep. The siren shall include a pedestal mount to surface mount on a horizontal surface.

MECHANICAL SIREN LOCATION

The siren shall be pedestal mounted on the bumper apron on the furthest outboard section of the bumper on the driver side.

AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the outboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the outboard position relative to the left hand frame rail.

AIR HORN RESERVOIR

One (1) air reservoir, with a 1200 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

ELECTRONIC SIREN SPEAKER

There shall be one (1) Whelen Engineering Inc. model SA315P, 100 watt speaker constructed of a nylon composite material provided. The speaker shall measure 6.50 inches tall X 6.50 inches wide X 2.88 inches deep and shall be installed using a polished custom Spartan grille.

ELECTRONIC SIREN SPEAKER LOCATION

The electronic siren speaker shall be located on the front bumper face on the right side outboard of the frame rail in the inboard position.

FRONT BUMPER TOW HOOKS

Two (2) heavy duty chrome plated tow hooks shall be installed below the front bumper in the forward position, bolted directly to the underside of each chassis frame rail with grade 8 bolts.

TOW FORK PROVISION

Two (2) heavy duty steel towing forks shall be bolt-on to the underside of the frame flange and butted to the bottom frame with a fish plate joint. Each shall be shaped like an upside down “U” to act as a designated hookup point to accept a tow bar from a service vehicle without having to reach the front axle. The robust design shall allow a disabled vehicle to be lifted and towed without doing damage to the bumper or bumper mounted options. The provisions shall

be mounted directly behind the cab tilt cross member to provide optimal vehicle stability while maintaining access for most heavy duty tow stingers.

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis forward of the front axle behind the officer's door area.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

CAB TILT AUXILIARY PUMP

A manual cab tilt pump module shall be attached to the cab tilt pump mounting bracket.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.

CAB TILT CONTROL RECEPTACLE

The cab tilt control cable shall include a receptacle which shall be temporarily located on the right hand chassis rail rear of the cab to provide a place to plug in the cab tilt remote control pendant. The tilt pump shall include 8.00 feet of cable with a six (6) pin Deutsch receptacle with a cap.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar and the parking brake is released.

CAB WINDSHIELD

The cab windshield shall have a surface area of 2969.88 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be bonded to the cab using a high strength commercial grade automotive adhesive.

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left side front window shall be controlled using a switch on the left side inner door panel. The right side front door window shall be controlled using a switch on the right side door window ledge. The driver's inner door panel shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black ring on the exterior.

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear window shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID RH

The cab shall include a window on the right side behind the front door and ahead of the crew door and above the wheel well which shall measure approximately 15.50 inches wide X 27.00 inches high and rectangular in shape. This window shall be fixed and bonded to the cab using a high strength commercial grade automative adhesive.

GLASS TINT SIDE MID RIGHT HAND

The window located on the right hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS SIDE MID LH

The cab shall include a window on the left side behind the front door and ahead of the crew door and above the wheel well which shall measure approximately 15.50 inches wide X 27.00 inches high and rectangular in shape. This window shall be fixed and bonded to the cab using a high strength commercial grade automative adhesive.

GLASS TINT SIDE MID LEFT HAND

The window located on the left hand side of the cab between the front and rear doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

CLIMATE CONTROL

A ceiling mounted combination defroster and cabin heating and air conditioning system shall be located above the engine tunnel area. The system covers and plenums shall be of severe duty design made of aluminum which shall be coated with a customer specified interior paint. The design of the system’s covers shall provide quick access to washable air intake filters as well as easy access to other serviceable items.

The air delivery plenums provide targeted airflow directly to the vehicle occupants. Six (6) adjustable louvers will provide comfort for the front seat occupants and ten (10) adjustable louvers will provide comfort for the rear crew occupants.

The system shall be capable of producing up to 12 FPM of air velocity at all occupant seating positions. Separate front and rear blower motors shall be of brushless design and shall be controlled independently. It shall be capable of reducing the interior cabin air temperature from 122˚ F (+/- 3˚ F) to 80˚ F in thirty minutes with 50% relative humidity and full solar load as described in SAE J2646.

The system shall also provide heater pull up performance which meets or exceeds the performance requirements of SAE J1612 as well as defrost performance that meets or exceeds the performance requirements of SAE J381.

A gravity drain system shall be provided that is capable of evacuating condensate from the vehicle while on a slope of up to a 13% grade in any direction.

The air conditioning system plumbing shall be a mixture of custom bent zinc coated steel fittings and Aeroquip flexible hose with Aeroquip EZ-Clip fittings.

The overhead heater/defroster plumbing shall include an electronic flow control valve that re-directs hot coolant away from the evaporator, via a bypass loop, as the temperature control is moved toward the cold position.

Any component which needs to be accessed to perform system troubleshooting shall be accessible by one person using basic hand tools. Regularly serviced items shall be replaceable by one person using basic hand tools.

The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.

Individual component level BTU ratings is not an accurate indicator of the performance capability of the completed system. System individual component BTU ratings:

- Air conditioning evaporator total BTU/HR: 82,000
- Air conditioning condenser total BTU/HR: 59,000
- Heater coil total BTU/HR: 98,000

Performance data specified is based on testing performed by an independent third-party test facility using a medium four-door 10" raised roof cab equipped with an ISL engine.

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be in the center dash center switch panel, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be painted with a multi-tone onyx black texture finish.

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed on the left side of the cab, mid-roof.

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted compressor. The compressor shall be compatible with R134-a refrigerant.

The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.

Individual component level ratings are not an accurate indicator of the performance capability of the completed system.

Refrigerant Compressor displacement: 19.1 cubic inches per revolution.

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.30 inch thick including a multi-layer foil faced glass cloth and polyester fiber layer. The foil surface acts as protection against heat, moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by acrylic pressure sensitive adhesive.

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and a cast aluminum trim piece at each cab door opening. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

INTERIOR TRIM

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with vinyl.

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The center dash electrical access cover shall include a gas cylinder stay which shall hold the cover open during maintenance.

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 4.50 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

POWER POINT DASH MOUNT

The cab shall include one (1) 12 volt cigarette lighter type receptacles in the cab dash to provide a power source for 12 volt electrical equipment. The receptacle shall be wired battery direct.

The cab shall also include one (1) Kussmaul 091-264 Dual serial bus (USB) charging receptacles in the cab dash rocker switch cutout to provide a power source for USB chargeable electrical equipment. Each USB receptacle shall include one (1) USB type A port capable of a 3.6 Volt-18 watt output and one (1) type C USB port capable of a 3.3 Volt-45 watt output. The receptacles shall be wired battery direct and include an LED indicator light.

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of SAE 304 stainless steel with embossed perforations and diamond shaped cutout. The perforations and cutouts shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The stainless steel material shall have a number 8 mirror finish. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

UNDER CAB ACCESS DOOR

The cab shall include an aluminum access door in the left crew step riser painted to match the cab interior paint with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of a two (2) piece panel constructed of SAE 304 stainless steel. The stainless steel shall have a brushed finish.

DOOR TRIM SCUFF PLATE

The trim along the door shall include a stainless steel scuff plate along the door jamb to prevent the chipping of paint should the seat belt buckle come in contact with the door jamb.

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which will be blank.

CAB DOOR TRIM REFLECTIVE

In accordance with the current standards of NFPA, the body builder shall provide 96.00 square inches of reflective material on the interior of each cab door.

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each “A” post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening

and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a textured black powder coat finish to assist personnel entering and exiting the cab.

INTERIOR GRAB HANDLE REAR DOOR

A black powder coated cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

INTERIOR SOFT TRIM COLOR

The cab interior soft trim surfaces shall be black in color.

INTERIOR TRIM SUN VISOR

The header shall include two (2) 7.00 inches high X 18.00 inches wide impact resistant, transparent acrylic polycarbonate sun visors with a smoke gray tint shall be provided and installed on the header above the driver and officer.

The see thru visors are designed for maximum flexibility of positioning utilizing an arm with virtually unlimited adjustability with 13.50 inch long lateral travel of the tinted visor at the end of the arm which can be locked in place by a thumbscrew.

The visors are easily adjusted and can be placed into a chosen position with one hand. The sun visors will help protect vehicle occupants from solar glare without obscuring their vision.

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be black in color.

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall be coated with multi-tone onyx black texture finish.

TRIM CENTER DASH INTERIOR PAINT

The entire center dash shall be coated with multi-tone onyx black texture finish. Any accessory pods attached to the dash shall also be painted this color.

TRIM LH DASH INTERIOR PAINT

The left hand dash shall be painted with a multi-tone onyx black texture finish.

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall be painted with multi-tone onyx black texture finish.

DASH PANEL GROUP

The main center dash area shall include three (3) removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The center panel shall be within comfortable reach of both the driver and officer.

SWITCHES CENTER PANEL

The center dash panel shall include one (1) rocker switch position in the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SWITCHES LEFT PANEL

The left dash panel shall include three (3) switches. Two (2) of the switches shall be rocker type and the left one (1) shall be the windshield wiper/washer control switch.

A rocker switch with a blank legend installed directly above shall be provided for any position not designated by a specific option. The non-designated switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SWITCHES RIGHT PANEL

The right dash panel shall include no rocker switches or legends.

SEAT BELT WARNING

A seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the vehicle display and control screen(s).

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and applicable audible alarm shall remain active until all occupied seats have the seat belts fastened.

SEAT MATERIAL

The seats shall be covered with a 45.00 ounce vinyl material. This material shall be semi- resistant to UV rays and from being saturated or contaminated by fluids.

SEAT COLOR

All seats supplied with the chassis shall be gray in color. All seats shall include red seat belts.

SEAT BACK LOGO

The seat back shall include the “Spartan” logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

SEAT DRIVER

The driver's seat shall be an H.O. Bostrom 500 Series Firefighter Sierra model seat with air suspension. The four-way seat shall feature a 1.50 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the left front corner of the bottom cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK DRIVER

The driver’s seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

SEAT MOUNTING DRIVER

The driver’s seat shall be installed in an ergonomic position in relation to the cab dash.

OCCUPANT PROTECTION DRIVER

The driver’s position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Driver’s seating area protection shall include:

- Drivers airbag **DAB** - inflates a steering wheel airbag to protect the head and neck of the driver.
- Driver’s knee airbag **DKAB** - inflating knee bolster airbags to protect the knees.
- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.
- Integrated belt pretension **ICP -** device for air ride seats tightens the seat belt, securing driver in seat and positions driver for contact with seat integrated head cushion side roll airbag.
- Seat pull-down system **S4S -** device for air seats locks seat to lowest position, increases survivable space.

Inflatable Head Cushion seat integrated Side Roll Airbag **SRA** - protects driver's head/neck and shields driver from dangerous surfaces.

SEAT OFFICER

The officer's seat shall be an H.O. Bostrom 500 Series Sierra model seat with air suspension. The four-way seat shall feature a 1.50 inches vertical travel air suspension and manual fore and aft adjustment with 5.00 inches of travel. The suspension control shall be located on the seat below the left front corner of the bottom cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK OFFICER

The officer’s seat back shall include an IMMI brand SmartDock® Gen 2 hands-free self contained breathing apparatus (SCBA) holder. The hands-free holder shall meet NFPA 1901-03 9G dynamic requirements for cylinder restraint systems for use in crew compartments of emergency response vehicles. The bracket shall accommodate and secure most types of self-contained breathing apparatus cylinders.

The hands-free holder shall consist of a back plate, bottom cradle, non-marring top claws, and claw height adjustment knob. The height adjustment knob shall allow for easy adjustment of the claws to the SCBA. The hands-free holder's claws shall lock from inertial forces to prevent the SCBA from becoming a projectile in the event of a crash to meet the NFPA 1901-03 standard for SCBA retention. The SCBA holder shall offer single-motion insertion into the claws and hands-free release when the SCBA fitted seat occupant rises.

SEAT MOUNTING OFFICER

The officer’s seat shall be installed in an ergonomic position in relation to the cab dash.

OCCUPANT PROTECTION OFFICER

The officer’s position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Officer’s seating area protection shall include:

- Officer’s knee airbag **OKAB** - inflating knee bolster airbags to protect the knees.
- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

- Integrated belt pretension **ICP -** device for air ride seats tightens the seat belt, securing officer in seat and positioning officer for contact with seat integrated head cushion side roll airbag.

- Seat pull-down system **S4S** - device for air seats locks seat to lowest position, increases survivable space.

Inflatable head cushion seat integrated side roll airbag **SRA** - protects officer's head/neck and shields officer from dangerous surfaces.

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

SEAT REAR FACING OUTER LOCATION

The crew area shall include two (2) rear facing crew seats, which include one (1) located directly behind the left side front seat and one (1) located directly behind the right side front seat.

The primary position designation per NFPA 1900 2024 edition, shall only declare the positioning in the cab offers a minimum width of 27.60 inches of shoulder clearance without overlap of any other primary seating position and a minimum of 10.80 inches each side of seat center line. Clear width may be offset from center of seat cushion by up to 3.00 inches. It shall also offer a minimum of 22.00 inches of shoulder width clearance without any overlap of any position.

SEAT CREW REAR FACING OUTER

The crew area shall include a seat in the rear facing outboard position which shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK REAR FACING OUTER

The crew area seat backs shall include an IMMI brand SmartDock® Gen 2 hands-free self contained breathing apparatus (SCBA) holder. The hands-free holder shall meet NFPA 1901-03 9G dynamic requirements for cylinder restraint systems for use in crew compartments of emergency response vehicles. The bracket shall accommodate and secure most types of self-contained breathing apparatus cylinders.

The hands-free holder shall consist of a back plate, bottom cradle, non-marring top claws, and claw height adjustment knob. The height adjustment knob shall allow for easy adjustment of the claws to the SCBA. The hands-free holder's claws shall lock from inertial forces to prevent the SCBA from becoming a projectile in the event of a crash to meet the NFPA 1901-03 standard for SCBA retention. The SCBA holder shall offer single-motion insertion into the claws and hands-free release when the SCBA fitted seat occupant rises.

SEAT MOUNTING REAR FACING OUTER

The rear facing outer seats shall offer special mounting positions which shall be 2.00 inches towards the rear wall offering additional space between the front seats and the outer rear facing seats.

OCCUPANT PROTECTION RFO

The rear facing outer seat position(s) shall be equipped with the RollTek™ System which shall secure belted occupants and increase the survivable space within the cab. The RollTek™ System shall deploy integrated systems to protect against injuries in rollover events.

The rear facing outer seat position(s) protection shall include:

- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.
- Integrated belt pretension **IBP -** device for flip-up (non-theatre) and fixed mechanical seats tightens the seat belt, securing occupant in seat and positioning occupant for contact with seat integrated head cushion side roll airbag.

Inflatable head cushion seat integrated side roll airbag **SRA** - protects occupant's head/neck and shields occupant from dangerous surfaces.

SEAT FORWARD FACING OUTER LOCATION

The crew area shall include one (1) forward facing outboard seat located directly behind the engine tunnel on the left side of the cab.

SEAT CREW FORWARD FACING OUTER

The crew area shall include a seat in the forward facing outer position which shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position. The seat and cushion shall be hinged and compact in design for additional room. The seat shall include a "Fold and Hold" feature so that the cushion shall remain in the seated position and simply touched to flip up.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208.

The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK FORWARD FACING OUTER

The crew area seat backs shall include an IMMI brand SmartDock® Gen 2 hands-free self contained breathing apparatus (SCBA) holder. The hands-free holder shall meet NFPA 1901-03 9G dynamic requirements for cylinder restraint systems for use in crew compartments of emergency response vehicles. The bracket shall accommodate and secure most types of self-contained breathing apparatus cylinders.

The hands-free holder shall consist of a back plate, bottom cradle, non-marring top claws, and claw height adjustment knob. The height adjustment knob shall allow for easy adjustment of the claws to the SCBA. The hands-free holder's claws shall lock from inertial forces to prevent the SCBA from becoming a projectile in the event of a crash to meet the NFPA 1901-03 standard for SCBA retention. The SCBA holder shall offer single-motion insertion into the claws and hands-free release when the SCBA fitted seat occupant rises.

SEAT MOUNTING FORWARD FACING OUTER

The forward facing outer seat shall be mounted inboard from the side wall for additional clearance facing the front of the cab.

OCCUPANT PROTECTION FFO

The forward facing outer seat positions shall be equipped with the RollTek™ rollover occupant protection system which shall secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a roll over accident.

The system shall function using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll shall provide instantaneous occupant protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

1. The seat belt shall tighten around the occupant.

System Components Shall Include:

Integrated Roll Sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

Integrated Belt Pretension **IBP** with flip-up (non theatre) and fixed mechanical seats - tightens the seat belt around occupant, securing occupant in seat.

Integrated Gas Pretension **IGP** with flip-up theatre style seats - tightens the seat belt around occupant, securing occupant in seat.

SEAT FRAME FORWARD FACING

The forward facing center seating positions shall include a full width seat frame located and installed at the rear wall. The seat frame shall span the available space on the rear wall. The seat frame shall be 12.38 inches high X 22.00 inches deep. The seat frame shall be constructed of Marine Grade 5052-H32 0.19 inch thick aluminum plate. The seat box shall be painted with the same color as the remaining interior.

SEAT FRAME FORWARD FACING STORAGE ACCESS

There shall be one (1) access point to the storage area centered on the front of the seat frame. This access point shall be covered by a hinged door to allow access for storage in the seat box.

CAB FRONT UNDERSEAT STORAGE ACCESS

The left and right under seat storage areas shall have a solid aluminum hinged door with non-locking latch.

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall have a multi-tone onyx black texture finish.

WINDSHIELD WIPER SYSTEM

The cab shall include a triple arm linkage wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers; each shall be affixed to a radial arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position. The windshield wipers shall be interlocked with the park brake allowing activation only when the park brake is released.

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow "Check Message Center" indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a "Check Washer Fluid Level" message.

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of aluminum with a gloss black finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

DOOR LOCKS

The cab entry doors shall include a Controller Area Network (CAN) based electronic door lock system which shall include two (2) external keypads, one (1) located on the left side next to the front grab handle and one (1) located on the right side next to the front grab handle. There shall be one (1) red rocker switch provided on the inside of the driver front cab entry door and one (1) red rocker switch on the top forward portion of the officer side window ledge to actuate the cab door locks. Each door lock may also be manually actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door. The electronic door lock system shall include four (4) key fobs for actuation with buttons for cab entry door locks and for compartment door locks.

The electronic door lock system shall also include one (1) toggle switch accessible through the grille with sleeved connections and wire terminals to protect the connections from the elements. The switch will be a momentary toggle switch that will unlock all cab entry doors when activated.

When the doors are unlocked using the external keypad or the key fobs the interior dome lights shall illuminate and remain on for a period of twenty (20) seconds. The interior dome safety feature shall require the interior lighting power to be battery direct.

Wiring shall also be provided for up to four (4) exterior cab compartments and up to four (4) body compartments.

POWER DOOR LOCK COMPARTMENT ACTIVATION

The power door lock feature shall include activation for exterior compartment door locks through the key fob and keypads.

GRAB HANDLES

The cab shall include one (1) 18.00 inch three-piece knurled aluminum, anti-slip exterior assist handle, installed behind each cab door. The assist handle shall be made of extruded aluminum with a knurled finish to enable non-slip assistance with a gloved hand.

REARVIEW MIRRORS

Retrac Aerodynamic West Coast style dual vision mirror heads model 613305 shall be provided and installed on each of the front cab doors.

The mirrors shall be mounted via 1.00 inch diameter tubular stainless steel arms to provide a rigid mounting to reduce mirror vibration.

The mirrors shall measure 8.00 inches wide X 19.00 inches high and shall include an integral convex mirrors installed in the mirror head below the flat glass to provide a wider field of vision. The flat and convex mirrors shall be motorized with remote horizontal and vertical adjustment. The control switches shall be mounted within easy reach of the driver. The flat and convex mirrors shall be heated for defrosting in severe cold weather conditions.

The mirrors shall be constructed of a vacuum formed chrome plated ABS plastic housing that is corrosion resistant and shall include the finest quality non-glare glass.

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the vehicle display and control screen.

TRIM FRONT

A polished stainless steel band shall be installed on the front of the cab and wrap around the cab radius, encompassing the headlamp and warning lamp bezels. The band shall extend from front door hinge to front door hinge with trim molding on the top and bottom edges.

TRIM REAR WALL EXTERIOR

The exterior rear wall of the cab shall include an overlay of 3003-H22 aluminum tread plate which shall be 0.07 inches thick. This overlay shall start at the outer edges of the right and left hand sides of the rear wall of the cab and be 12.00 inches wide.

CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Fender shall consist of an inner liner 16.00 inches wide made of ABS composite and an outer fenderette 3.50 inches wide made of SAE 304 polished stainless steel.

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them.

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Spartan emblems. There shall be one (1) installed on the front air intake grille and one (1) emblem on each of the cab sides.

CAB EXTERIOR MODEL NAMEPLATE

The cab shall include “Gladiator” nameplates on the front driver and officer side doors.

IGNITION

A master battery system with a keyless start ignition system shall be provided. There shall be a three-position rocker switch with off, battery, and ignition positions as well as a stainless-steel etched engine start push-button. The engine start button shall include an illuminated LED halo ring. Both switches shall be mounted to the left of the steering wheel on the dash.

The engine start switch shall only operate when the master battery and ignition switch is in the “ignition” position.

BATTERY

The single start electrical system shall include five (5) Harris BCI 31 925 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541.

BATTERY TRAY

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up.

BATTERY BOX COVER

Each battery box shall include a cover which protects the top of the batteries. The covers shall be constructed of a composite material which is resistant to corrosion.

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed at the ends with heat shrink and sealant.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step, 8.00 inches apart. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

ALTERNATOR

The charging system shall include a 430 amp Delco Remy 55SI 12 volt alternator. The alternator shall include a self-exciting integral regulator.

STARTER MOTOR

The single start electrical system shall include a Delco brand starter motor.

BATTERY CONDITIONER

An Iota DLS-75/IQ4 battery conditioner shall be supplied. The battery conditioner shall provide up to circuit protected 75-amp output for the chassis batteries. The IQ smart charger shall continuously monitor the batteries and provide the proper charge rate in three stages.

BATTERY CONDITIONER LOCATION

The battery conditioner shall be mounted in the cab behind the driver's seat.

BATTERY CONDITIONER DISPLAY

A Kussmaul Universal Status Center battery conditioner display shall be supplied. The display shall indicate full charge, low charge, charging, and a three (3) digit voltage reading.

BATTERY CONDITIONER DISPLAY LOCATION

The battery conditioner display shall be mounted in front of the left side door just below the windshield.

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of the cab ahead of the front door.

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:
Kussmaul 40 LPC Charger - 5 Amps
Kussmaul Chief 4012 Charger – 5.7 Amps
Kussmaul 80 LPC Charger - 13 Amps
Kussmaul Chief 6012 Charger - 9 Amps
Blue Sea P12 7532 - 7.5 Amps
Iota DLS-45/IQ4 - 11 Amps
1000W Engine Heater - 8.33 Amps
1500W Engine Heater - 12.5 Amps
120V Air Compressor - 4.2 Amps
120V Dometic HVAC - 15 Amps

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner.

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a red cover.

HEADLIGHTS

The cab front shall include four (4) rectangular LED headlamps with separate high and low beams mounted in bright chrome bezels. Each lamp shall include a heating system that de-ices the headlight.

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model M6 4.00 inch X 6.00 inch amber LED turn signals which shall be installed in a chrome radius mount housing above and outboard of the front warning and head lamps.

SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) Tecniq S170 LED side marker lights which shall be provided just behind the front cab radius corners. The lights shall be amber with chrome bezels.

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) Tecniq S170 LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level. The lights shall be amber with chrome bezels.

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the vehicle display and control screen. There shall be a virtual dimmer control on the vehicle display to adjust the brightness of the dash lights. The headlamps shall be equipped with the "Daytime Running" light feature, which shall illuminate the headlights when the ignition switch is in the "On" position and the parking brake is released.

INTERIOR OVERHEAD LIGHTS

The cab shall include a LED dome lamp located over each door. The lights shall include push switches on each lamp to activate both the clear and red portions of the light individually.

INTERIOR OVERHEAD LIGHTS ACTIVATION

The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display. When the cab doors are closed, and the parking brake is set the lights shall deactivate after a programmed ten (10) second delay. When the park brake is released, the lights shall deactivate automatically with no delay.

LIGHTBAR PROVISION

There shall be two (2) light bars installed on the cab roof. The light bars shall be provided and installed by the chassis manufacturer. The light bar installation shall include mounting and wiring to a control switch on the cab dash.

CAB FRONT LIGHTBAR MODEL

The cab shall be provided with two (2) Whelen model F4NMINI light bars. Each light bar shall be 21.50 inches in length and feature eight (8) customizable pods.

See the light bar layout for specific details.

If applicable, clear lights shall be disabled with park brake engaged.

LIGHTBAR SWITCH

The light bar shall be controlled by a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

SIDE SCENE LIGHTS

The side of the cab shall include two (2) Fire Research Spectra MAX model scene lights, one (1) each side, which shall be surface mounted.

Each lamp head shall have sixty (60) ultra-bright white LEDs, 56 for flood lighting and 4 to provide a spot light beam pattern. Each lamphead shall draw 13.8/6.9 amps, and generate 20,000 lumens of light. The lamphead shall have a unique lens that directs flood lighting onto the work area and focuses the spot light beam into the distance. Each lamp head shall be no more than 5.88 inches high by 14.50 inches wide and have a profile of less than 1.75 inches beyond the mounting surface and shall be powder coated and shall feature a chrome bezel.

SIDE SCENE LIGHT LOCATION

The scene lighting located on the left and right sides of the cab shall be mounted in the upper rear portion of the cab behind the rear crew doors.

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) virtual buttons on the vehicle display and control screen(s), one (1) for each light, and by opening the respective side cab doors.

GROUND LIGHTS

Each door shall include a Tecniq T44 LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

GROUND LIGHTS

The ground lighting shall be activated when the parking brake is set, by the opening of the door on the respective cab side, through a virtual button on the vehicle display and control screen, when the truck is placed into reverse, and by the respective side turn signal.

LOWER CAB STEP LIGHTS

The middle step located at each door shall include a Tecniq T44 LED light which shall activate with the opening of the respective door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

INTERMEDIATE STEP LIGHTS

The intermediate step well area at the front doors shall include a TecNiq D06 LED light within a chrome housing. The front egress step lights shall provide visibility to the step well area for the first step exiting the vehicle. The Egress step lights shall activate with entry step lighting.

ENGINE COMPARTMENT LIGHT

There shall be a LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall activate automatically when the cab is tilted.

DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red TecNiq K50 LED light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed, or an apparatus compartment door is not closed, and the parking brake is released.

MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the display and control screen which shall be labeled “E Master” for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the “ON” position when the master switch is activated shall automatically power up.

HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled “On Scene” when the park brake is applied.

HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel

INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be clear.

OUTBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right outboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

OUTBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the outboard position shall be red with a clear lens.

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the vehicle display and control screen. This switch shall be clearly labeled for identification.

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen M6 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn.

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red with a clear lens.

INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be mounted centered front to rear on the flat portion of the side of the bumper tail.

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen M6 Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be red with clear lens.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted over the front wheel well directly over the center of the front axle.

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the vehicle display and control screen. This button shall be clearly labeled for identification.

TRAFFIC CONTROL

There shall be one (1) GTT (Global Traffic Technologies) Opticom model 794H LED high priority traffic control optical emitter, mounted on the left side of the front of the cab roof. There shall be an indicator light on the dash. The emitter shall be activated by the master warn switch and shall be deactivated when the parking brake is applied.

REAR WARNING LIGHTS

The cab shall include a Whelen TAL65 Traffic Advisor Kit provided by Spartan. The kit shall include the Traffic Advisor with the standard fifteen (15) feet of cable and a Whelen TACTL5 Traffic Advisor control head.

The Whelen TACTL5 Traffic Advisor control head shall be installed and wired in the header above the driver.

The power to the control head shall be ignition switched and activation dependent upon the state of the controllers switched position upon ignition.

Wiring provisions shall be provided and routed to the rear of the frame for the Whelen traffic advisor which shall be shipped loose for OEM installation.

SIREN CONTROL HEAD

A Whelen 295SLSA1 electronic siren control head with hard wired microphone. The siren shall offer a selectable 100 or 200-watt output, radio broadcast, public address, and seventeen (17) Scan-Lock siren tones and hands free operation which shall allow the operator to turn the siren on and off from the steering wheel horn ring if a horn/siren selector switch option is also selected. The siren shall default to “ON” when the master warning switch is activated.

STEERING WHEEL HORN BUTTON SELECTOR SWITCH

A virtual button on the vehicle display and control screen shall be provided to allow control of either the electric horn or the air horn from the steering wheel horn button.

AUDIBLE WARNING LH FOOT SWITCH

A foot switch wired to actuate the mechanical siren(s) shall be supplied for installation in the front section of the cab for driver actuation.

MECHANICAL SIREN FOOT SWITCH LH

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH LH LOCATION

The mechanical siren foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

MECHANICAL SIREN FOOT SWITCH LH POSITION

The mechanical siren foot switch shall be positioned outboard of any other foot switch, if applicable.

AUDIBLE WARNING LH FOOT SWITCH BRACKET

A 30.00 degree angled foot switch bracket, wide enough to accommodate (2) foot switches, shall be installed outboard of the steering column for specified driver accessible foot switch activations.

AUDIBLE WARNING RH FOOT SWITCH

A foot switch wired to actuate the mechanical siren(s) shall be supplied for installation in the front section of the cab for officer actuation.

MECHANICAL SIREN FOOT SWITCH RH

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH RH LOCATION

The mechanical siren foot switch shall be temporarily tied up with a coiled wire drop at the firewall inboard for installation by the customer on the right hand side accessible to the officer.

AIR HORN AUXILIARY ACTIVATION

The air horn activation shall be accomplished by a black momentary back lit push button on the switch panel. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION

A red back lit push button type momentary type siren brake shall be provided in the switch panel on the dash.

MECHANICAL SIREN INTERLOCK

The siren activation shall be interlocked with the park brake and shall only be active when master warning switch is on to prevent accidental engagement.

BACK-UP ALARM

An ECCO model 505 backup alarm shall be installed at the rear of the chassis with an output level of 87 dB. The alarm shall automatically activate when the transmission is placed in reverse.

INSTRUMENTATION

An Innovative Controls Digital Instrument Cluster (DIC) shall be provided that combines gauges, telltales, warning messages, and advanced diagnostic capabilities into a single 12.8-inch digital display. The display screen shall have an anti-reflective coating and include touch screen and mechanical button user interaction with the display as well as video and audio interfaces.

The DIC shall include a vehicle odometer which displays the total vehicle distance traveled. The DIC shall also include two vehicle trip odometers (TRIP A and TRIP B) which indicate the distance traveled and average fuel economy for each respective trip. The operator may select which odometer is displayed and may reset either trip odometer through the on-screen display. The DIC shall include an engine hour meter which displays the total engine hours of operation.

The gauges shall have high-contrast white scales with orange pointers. The following gauges shall be included on the display:

- Speedometer that indicates vehicle speed. The scale on the speedometer shall read from 0 to 100 MPH. A numerical display of vehicle speed shall also be shown on the gauge.
- Tachometer that indicates engine speed. The scale of the tachometer shall read from 0 to 3000 RPM.
- Primary and secondary air pressure gauges shall indicate the pressure in the primary and secondary air systems. The scale of the air pressure gauges shall read from 0 to 160 pounds per square inch (PSI). The gauge icon and scale shall turn amber when the system pressure drops below 70 PSI. The icon and scale shall turn red when the system pressure drops below 62 PSI. An audible alarm shall also sound when air pressure is low.
- Fuel gauge. The fuel gauge shall read from empty to full as a fraction of full tank capacity. The gauge icon and scale shall turn amber when the fuel level is below 1/8th tank capacity (1/4th tank in pump mode). An audible alarm shall also sound with low fuel level.
- Diesel exhaust fluid (DEF) gauge. The DEF gauge shall read from empty to full as a fraction of full tank capacity. The gauge icon and scale shall turn amber, and an audible alarm shall sound to indicate low DEF level.
- Engine oil pressure gauge. The scale of the engine oil pressure gauge shall read from 0 to 100 PSI. The gauge icon and scale shall turn red, and an audible alarm shall sound to indicate low oil pressure.
- Engine coolant temperature gauge. The scale of the coolant temperature shall read from 100 to 250 degrees Fahrenheit (°F). The gauge icon and scale shall turn red, and an audible alarm shall sound to indicate high coolant temperature.
- Voltmeter indicating chassis system voltage. The scale of the voltmeter shall be from 10 to 18 volts. The gauge icon and scale shall turn red, and an audible alarm shall sound when the system voltage drops below 11.8 volts for

more than 120 seconds in accordance with the requirements of NFPA 1901. The gauge icon and scale shall turn red, and an audible alarm shall sound when the system voltage rises above 15.5 volts for more than 5 seconds.

- Transmission temperature gauge. The scale of the transmission temperature shall read from 100 to 300 degrees Fahrenheit (°F). The gauge icon and scale shall turn amber, and an audible alarm shall sound to indicate high transmission temperature.

The DIC shall include thirty-six (36) colored telltales to indicate vehicle operating conditions. The DIC shall provide text-based warning messages to accompany all telltales. The DIC shall contain an audible alarm capable of providing different alert sounds based on the type of warning. The audible alarm shall be capable of being heard from all seating positions in the cab. The operator shall be able to silence active alarms that are permitted to be silenced by applicable regulations. The DIC shall contain the following indicators and produce the following audible alarms when supplied in conjunction with applicable configurations:

RED TELLTALES

- Air Filter Restriction - indicates restriction of the engine air intake filter
- Air Pressure (Primary) – indicates critically low primary system air pressure
- Air Pressure (Secondary) – indicates critically low secondary system air pressure
- Cab Tilt Warning - indicates the cab tilt system locks are not engaged
- Coolant Temperature – indicates high engine coolant temperature
- Low Coolant - indicates critically low engine coolant
- Oil Pressure – indicates critically low engine oil pressure
- Park Brake - indicates parking brake is set
- Seat Belt - indicates a seat belt violation
- Stop Engine - indicates critical engine fault
- Voltage – indicates critically low or high system voltage

AMBER TELLTALES

- Supplemental Restraint System (SRS) – ISO Icon indicates an SRS fault
- Anti-Lock Brake System (ABS) - indicates anti-lock brake system fault
- Check Engine - indicates engine fault
- Check Transmission - indicates transmission fault
- Diesel Exhaust Fluid (DEF) level – indicates low DEF level
- Diesel Particulate Filter (DPF) - indicates restriction of the diesel particulate filter
- Electronic Stability Control (ESC) – indicates active electronic stability control system
- Fuel Level – indicates low fuel
- High Exhaust System Temperature (HEST) – indicates elevated exhaust temperature
- Malfunction Indicator Lamp (MIL) - indicates an engine emissions system fault
- Regen Inhibit - indicates regeneration of the DPF has been inhibited by the operator
- Transmission Temperature – indicates high transmission or transmission retarder temperature
- Transmission Range Inhibit - indicates a transmission operation is prevented and requested shift into gear may not occur
- Wait to Start - indicates active engine air preheat cycle
- Water in Fuel - indicates presence of water in fuel filter
- Windshield Washer Fluid – indicates low washer fluid

GREEN TELLTALES

- Automatic Traction Control (ATC) - indicates low wheel traction for automatic traction control equipped vehicles. Also indicates mud/snow mode is active for ATC system
- Auxiliary Brake - indicates secondary braking device is active
- Cruise Control - indicates cruise control is enabled
- High Idle - indicates engine high idle is active
- OK to Pump - indicates that conditions have been met for pump operations
- Left and Right Turn Signal – indicates active turn signal
- Pump Engaged - indicates the pump transmission is currently in pump gear

BLUE TELLTALES

- High Beam indicator

AUDIBLE ALARMS

- ABS System Fault
- Air Filter Restriction
- APS System Fault
- Cab Tilt Warning
- Check Engine
- Check Transmission
- Do Not Move Apparatus (open door/compartment)
- DPF Restriction
- High Coolant Temperature
- High or Low System Voltage
- High Transmission Temperature
- Idle Shutdown
- Low Air Pressure
- Low Coolant Level
- Low DEF Level
- Low Engine Oil Pressure
- Low Fuel
- Seatbelt Warning
- Stop Engine
- Turn Signal On
- Water in Fuel

The DIC shall allow the user to configure settings through an on-screen menu. The following settings shall be adjustable by the user:

- Distance/Speed Units – English (miles/MPH) or metric (kilometers/KPH)
- Temperature Units – degrees Fahrenheit (°F) or degrees Celsius (°C)
- Pressure Units – pounds per square inch (PSI) or kilopascals (kPA)
- Odometer/Trip odometer–chose which odometer is displayed and reset trip odometers
- Display Brightness – adjust brightness levels for both day and night settings
- Volume – adjust volume of display speaker
- Auxiliary Gauges – configure location of auxiliary gauges

The DIC shall include on-screen control of the diesel particulate filter (DPF). The DIC shall be capable of initiating and halting a manual DPF regeneration cycle. Also, the DIC shall be capable of inhibiting DPF regeneration when not desired by the operator.

The DIC shall be capable of displaying detailed diagnostic information. Diagnostic information screens shall only be accessible when the park brake is set to prevent unsafe operation of the vehicle. The following information shall be available through the on-screen menu:

- On-Board Diagnostics (OBD) faults – display of all active OBD faults, including the system reporting the fault, the suspect parameter number (SPN), and the failure mode identifier (FMI)
- Messages– display a list of all active warning messages and the status of alarms
- Vehicle Info – display of broadcast chassis information, including Vehicle Identification Number (VIN)
- Pump Interlocks – display pump interlocks status, engine speed, and transmission output speed
- Input/Output Diagnostics – display the state of all wired inputs and outputs to the DIC
- Symbol Legend – display a glossary of all symbols and icons used on the DIC
- J1939 Databus Info – display a list of all electronic control units (ECUs) communicating on the vehicle J1939 databus and display a list of all current message data on J1939

BACKLIGHTING COLOR

The digital dash instrumentation gauges shall display in white and the switch panel legends shall be backlit using red LED backlighting.

HOUR METER

An hour meter for the engine, pump, and the aerial hours shall be included within the digital dash display which shall measure the number of hours the engine, pump, and the PTO controlling the aerial has been operated. The hour meter shall be wired to the left-hand PTO.

AIR RESTRICTION GAUGE

The dash panel shall include an Engineered Products air cleaner restriction gauge.

RADIO

A Jensen brand heavy-duty radio with weather band, AM/FM stereo receiver and Bluetooth capabilities shall be installed in a customer specified location. Radio shall be the current, commercially available heavy-duty single-DIN automotive model at time of vehicle manufacturing date.

RADIO LOCATION

The radio shall be installed in the right hand overhead position above the officer.

AM/FM ANTENNA

A small antenna shall be located on the right hand side of the cab roof for AM/FM and weather band reception.

RADIO SPEAKERS

There shall be two (2) speakers installed in the front portion of the cab recessed overhead and two (2) speakers installed in the rear portion of the cab overhead. The speakers shall be provided for connection to the sound system.

VEHICLE CONNECTIVITY

A HAAS Alert R2V Collision Prevention System shall be provided. The system will be a HAAS Alert with 5 year cloud service. The transponder module will be installed forward on the dash behind the cab windshield, as high and near to the center as practical to allow clear visibility with the sky. The unit shall be wired to battery direct power and activate with the Master Warning Switch.

CAMERA REAR

One (1) Audiovox Voyager heavy duty box shaped HD camera shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear of the vehicle.

The rear camera display shall activate when the vehicle’s transmission is placed in reverse.

CAMERA DISPLAY

The camera system shall be wired to a single vehicle display and control screen located on the driver’s side dash. The camera system display can be activated through the vehicle display and control screen.

COMMUNICATION ANTENNA

An antenna shall be installed on the cab. The antenna shall be a custom configured Sharkee model GPSB5G. The antenna shall be mounted on the left hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna shall be chassis builder supplied.

The custom configuration shall include:

- GPSB5G MULTI-BAND GPS 2G/3G/4G/5G/WLAN ANT
- AFGB-832 Antenna Element 3db 764-900 MHz
- C23F-5M, Cable Whip 16'/5m FME (f) MPL(f)
- C74-FP-6-SMAP Cable GPS 20'/6m FME (m) SMA (m)
- C29SP-5SJ Cable CELL 16'/5m SMA(m) SMA (f)
- C32SP-5SMARV Cable WLAN 16'/5m SMA (m) rev pol SMA(m)
- TPD-BC3G-26-05SMAP Internal On-glass CELL antenna for GX440 SMA (m)

C29SP-3SMAJ Cable CELL 10'/3m SMA (m) SMA (f)

COMMUNICATION ANTENNA CABLE ROUTING

The antenna cable shall be routed from the antenna base mounted on the roof to the area inside the center rocker switch console.

AUXILIARY COMMUNICATION ANTENNA

An auxiliary antenna base, for use with and NMO type antenna, shall be installed on the cab. The antenna base shall be an Antenex model MABVT8 and shall include 17.00 foot of RG58 A/U cable with no connector at the radio end of the cable. The antenna shall be mounted on the right hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna base shall be chassis builder supplied.

AUXILIARY COMMUNICATION ANTENNA CABLE ROUTING

The auxiliary antenna cable shall be routed from the antenna base mounted on the roof to the area inside the center rocker switch console.

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

ROAD SAFETY KIT

The cab and chassis shall include one (1) emergency road safety triangle kit.

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

CHASSIS OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

(1) Hard copy of the Engine Operation and Maintenance manual with digital copy

(1) Digital copy of the Transmission Operator's manual

(1) Digital copy of the Engine Owner's manual

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

SALES TERMS

The sale of the chassis shall be governed by the terms contained on the Sales Terms – Acceptance of Purchase Order document, a copy of which is attached to this option.

DRIVELINE LAYOUT CONFIRMATION

During the design phase of the chassis the Spartan Chassis driveline engineer shall submit the driveline layout to an OEM engineer to review the chassis design for any potential problems integrating the OEM body to the chassis. This shall also include review and approval of requested clear areas. The OEM engineer shall provide approval to the driveline engineer prior to driveline bills of materials being released.

CHASSIS AIR LINES

All chassis air brake system lines and accessories supplied by or connected to the chassis air brake system shall be plumbed using DOT approved compression style brass fittings with compression sleeves and stainless steel inserts.

Pipe thread connections shall be sealed with thread sealant containing PTFE that is fast dry, flexible set thread sealant designed for high vibration environments and shall be compatible with all fluids that may exist, or be used in the maintenance of fire apparatus (including, but not limited to: water, DEF, diesel fuel, brake clean, fire suppression foam, engine coolant, motor oil, various greases, transmission fluid, hydraulic fluids, etc.) - TEFLON TAPE THREAD SEALANT SHALL NOT BE USED

All air systems shall be continuous endpoint-to-endpoint runs. HOSES SHALL NOT BE EXTENDED USING ANY TYPE OF COUPLING SOLELY FOR THE PUPOSE OF LENGTHENING THE RUN OF HOSE.

The air system of the completed vehicle shall comply with FMVSS121.

MUD FLAPS

In addition to the chassis supplied front mud flaps, two (2) mud flaps shall be provided rearward of the rear axles on the apparatus.

AIR OUTLET

A 1/4" quick connect female air outlet shall be located on the driver's side pump panel. This outlet shall be used for filling tires or fire extinguishers.

EXTEND AIR TANK DRAIN CABLES

The chassis air tank drain cables shall be extended and looped on the outside of the body for ease of maintenance.

AUXILIARY A/C CAB

A Danhard 50-2000 auxiliary 115 volt A/C system shall be installed on the cab that shall be rated at a minimum of 13,500 BTU cooling capacity.

The AC Evaporator shall be installed in chassis supplied seat base. There shall be a false wall chase installed. The chase shall house the freon lines going from the condenser on the cab to the evaporator location. The chase shall also hold the A/C vents at different levels for the distribution of cold air.

The A/C system thermostat shall be mounted high on the chase.

The condenser shall be located on the cab roof. The housing shall be painted to match the chassis color.

AUXILIARY A/C POWER

The unit shall be wired to run off of the shore power only.

RELOCATE CAB TILT

The cab tilt pendant shall be relocated as deemed best fit by the OEM.

One (1) front bumper storage well shall utilize Turtle Tile Plastics interlocking squares. For maximum slip resistance and drainage, each square shall have a grid surface design.

A hazard warning circuit shall be tied to the circuit for the "open door" warning light in the chassis in addition to the vehicle display to alert the driver of an unsafe condition for moving the apparatus. The vehicle display shall have a specific screen to show the displayed alert. The screen shall show the apparatus in full driver's side, officer's side and rear views. The door, component or device that is not properly closed or stowed will be shown on the screen in the appropriate view. The light shall be illuminated automatically when the parking brake is not fully engaged and any of the following conditions exist:

- Any equipment compartment door that is not closed (excluding compartments with 4 cubic foot (0.1 cubic meter) or less of volume; or have an opening of 144 square inches (92,000 square mm) or less; or doors that do extend sideways beyond the mirrors or up above the top of the fire apparatus);

- Any ladder or equipment rack that is not in the stowed position;

- Any device or component that is permanently attached to the apparatus that is open, extended, or deployed in a manner that is likely to cause damage to the apparatus that has been specified as being tied to the hazard warning circuit.

A warning placard shall be near the warning light that reads "DO NOT Move Apparatus When Light Is On."

12V DUAL USB-A/C NO HOUSING

One (1) Powerwerx combination USB-C/USB-A dual port shall be provided and installed in the chassis cab.

The outlet shall consist of one (1) hot and one (1) ground wire run from the batteries to the specified location. The outlet shall be battery direct and have a minimum of a 20-amp fuse provided with the power circuit.

For the forward facing seat on the rear wall, exact location TBD.

EMS COMPARTMENT - CENTER

The cabinet will be 42.00" wide x 39.00" high x 24.00" deep. The interior door will be web netting. The netting will be made with 1.00" wide nylon material with 2.00" openings. The nylon webbing will be permanently fastened at the bottom side of the cabinet and have spring clip and hook fasteners on the opposite side to secure it. The clear door opening of the cabinet will be 39.50" wide x 36.00" high.

The EMS compartment exterior, interior, and shelves shall be coated with a Multi-Spec finish to match the color of the interior chassis cab.

ALUMINUM MOUNTING PLATE ON ENGINE TUNNEL

A 3/16" aluminum mounting plate shall be on the top of the chassis engine tunnel for the mounting of equipment. The plate shall be mounted on 3/4" spacers and will be on the flat portion of the engine tunnel only. The mounting plate shall have an onyx MultiSpec MS90 finish.

120V RECEPTACLE

One (1) NEMA 5-20R, 120-volt, duplex, 3-wire, straight blade (household type) receptacle shall be installed on the apparatus and wired to the shoreline. The receptacle shall have a 20-amp rating and include a non-weather resistant stainless steel cover if mounted in an exterior location.

The outlet shall be located on top of the EMS compartment.

The exact location will be determined by the apparatus manufacturer, unless a specific location is clarified in the shop note.

WATER TANK

The apparatus shall be equipped with a United Plastic Fabricating (UPF) 500 U.S. gallon water tank. Certification of the tank capacity shall be recorded on the manufacturer's record of construction and shall be provided to the purchaser upon delivery of the apparatus. The water tank shall be constructed of polypropylene sheet stock, a non-corrosive stress relieved thermoplastic material, black in color, and UV-stabilized for maximum protection. The tank shall be of a specific configuration and shall be designed to be completely independent of the body and compartments. All joints and seams shall be nitrogen welded and tested for maximum strength and integrity. The top of the tank shall be fitted with removable lifting eyes designed with a 3:1 safety factor to facilitate easy removal.

TANK BAFFLES

The swash partitions shall be manufactured of natural color 3/8" PT2E polypropylene, with the transverse partitions extending from approximately 4" off the floor to just under the cover and the longitudinal partitions extending to the floor of the tank through the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow, interlock with one another, and be welded to each other and the walls of the tank.

TANK SUMP

One (1) sump shall be provided in the bottom of the water tank, constructed of polypropylene, and located in the drivers side front quarter of the tank. Tanks requiring a front suction shall incorporate a 4" schedule 40 polypropylene pipe with a dip tube from the front of the tank to the sump location. The sump shall be used as a combination clean-out and drain. An anti-swirl plate shall be located approximately 2" above the sump.

TANK FILL CONNECTION

All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank, and shall be capable of withstanding sustained fill rates of up to 1,000 GPM.

TANK LID

The tank lid shall be constructed of polypropylene and incorporate a three-piece locking design allowing for individual removal and inspection if necessary. The tank lid shall be recessed 3/8" from the top of the tank and welded to the sides and the longitudinal partitions for maximum integrity. The lid shall have hold downs consisting of 2" polypropylene dowels spaced a maximum of 30" apart. These dowels shall extend through the covers, ensuring the covers remain rigid under fast filling conditions. A minimum of two lifting dowels shall be drilled and tapped 1/2" x 13" to accommodate the lifting eyes.

WATER TANK MOUNTING

The water tank carrier shall be designed specifically for this apparatus. The carrier structure shall be supported by and welded directly to the top plate of the torque-box.

WATER TANK DRAIN

A 1-1/2" drain valve shall be provided in the pump compartment to drain the water tank. The valve shall include a locking lever to prevent accidental draining of the water tank when there is an external drain.

WATER TANK FILL TOWER

The tank shall have a combination vent and manual fill tower, marked "Water Fill", located at the driver's side front corner of the tank. The fill tower shall be constructed of black 1/2" PT2E polypropylene and be a minimum dimension of 8" x 8" at the outer perimeter. The tower shall have a 1/4" thick removable polypropylene screen and a PT2E polypropylene hinged-type cover.

WATER TANK LEVEL GAUGE

One (1) Fire Research, model WLA300-A00, TankVision Pro 300 water tank level gauge shall be provided on the pump operator's control panel.

The gauge shall have nine (9) easy to see super bright RGB LEDs to show the tank volume. The display shall use a two-dimensional, two-element lens to refract the light from the LEDs to provide full 180° visibility for the level indication. The gauge shall start to flash when the tank volume is at 1/4 tank or less and use down scrolling LEDs to alert the pump operator when the tank is almost empty.

4" WATER TANK OVERFLOW

The tank shall be equipped with a minimum of a 4" schedule 40 polypropylene overflow/air vent pipe installed in the fill tower extending through the tank and dumping behind the rear axle.

The water tank overflow shall be extended below the fuel tank and rear axle so the overflow does not dump or spray on top of either.

FOAM CELL

One (1) United Plastic Fabricating (UPF) 20 U.S. gallon foam cell shall be incorporated into the water tank. One (1) pressure/vacuum vent shall be installed and one (1) drain hose shall be connected to the foam cell. The drain shall have a quarter-turn valve installed inside the pump compartment and it shall drain below the frame rail of the chassis.

The foam cell shall be designed for use with Class "A" foam.

The foam cell shall have a manual fill tower constructed of 1/2" PT3 polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The foam fill tower shall be black in color, indicating the type of foam to be utilized and located on the officer's side front corner of the water tank. The capacity of the cell shall be engraved on the top of the fill tower lid. The tower shall have a 1/4" thick removable polypropylene screen and a stainless steel hinged-type cover. Inside the fill tower, approximately 1.5" down from the top, there shall be an anti-foam fill tube that extends down to the bottom of the cell. A pressure vacuum vent shall be provided in the lid of the fill tower.

FOAM CELL LEVEL GAUGE

One (1) Fire Research, model WLA360-A00, TankVision Pro 300 foam tank level gauge shall be provided on the pump operator's control panel.

The gauge shall have nine (9) super bright RGB LEDs to show the tank volume. The display shall use a two-dimensional, two-element lens to refract the light from the LEDs to provide full 180° visibility for the level indication. The gauge shall use a pressure transducer installed near the bottom of the foam tank to determine the correct volume in the tank. The gauge shall be self-calibrating by filling the tank at a steady flow rate. Self-diagnostics capabilities shall be standard on the gauge. The gauge shall start to flash when the tank volume is at 1/4 tank or less and use down scrolling LEDs to alert the pump operator when the tank is almost empty.

The gauge shall have a label that indicates it is for the foam cell that contains Class "A" foam.

HOSE BED

The hose bed shall be located ahead of the turntable support structure on the officer's side of the water tank. The hose bed shall extend backward, past the side of the turntable support, and exit at the rear of the apparatus through one (1) access opening. The access opening shall be free of obstructions that may interfere with the deployment and loading of hose. One (1) painted aluminum door shall cover the hose bed access opening. The door shall be a horizontally hinged lift-up design with a positive latch gas strut hold open device. A 1" stainless steel body trim piece shall be at the rear-bottom of the hose bed, to protect the chevron striping when deploying hose.

The interior walls of the hose bed shall be painted the same body color as the upper portion of the body.

The floor of the hose bed shall be constructed of Dura-Dek fiber reinforced plastic material to prevent the accumulation of water and to allow ventilation to aid in drying hose. The flooring shall be fabricated of "T" beam pultrusions in parallel connected with cross slats that are first mechanically bonded and then epoxied, forming a large sheet. The top portion of each "T" cross section shall measure 1-1/4" wide and 3/16" thick with beaded ends. The vertical portion shall be 3/8" thick, beading out at the bottom to a thickness of 1/2" and tall enough to result in an overall height of 1". The "T" sections shall be spaced 3/4" apart to allow for drainage and ventilation.

Each "T" beam shall be constructed utilizing a core of 250,000 continuous glass fiber strands that are high in resistance to tension, compression and bending. An outer sheath consisting of a continuous strand mat to prevent linear splitting and slipping shall surround the core. The sheath shall also serve to draw the protective resin to the bar surface. Both reinforcements shall be pulled through an isophthalic polyester resin, treated with antimony trioxide for fire resistance, to form a solid length.

The flooring shall then be protected with a polyurethane coating to screen out ultraviolet rays. The bright white coating shall be baked on.

The hose bed shall contain the following hose load:

The Hose Bed shall have a capacity of 1000' of 5" double jacket hose.

All hose load calculations are estimated using Snap-Tite standard hose.

TOP / END COVERS

The top and/or end covers shall be provided and installed by the dealer/Customer. The customer shall sign a statement of exceptions.

HOSE BED LOADING LIGHTS

Two (2) OnScene Access LED hose bed loading lights shall be provided to illuminate of the hose bed area in accordance with NFPA, current edition. Two (2) shall be located as deemed best by the body builder unless stated in the shop note. The hose bed lighting circuit shall be activated when the parking brake is engaged.

ALUMINUM BODY CONSTRUCTION

The apparatus body shall be fabricated from 1/8" 5052-H32, smooth aluminum sheet. The total outside width of the apparatus body shall not exceed 100 inches. The width measurement of the sidewalls shall be made from the outside wall of the two opposite sides of the body.

The complete apparatus body shall be fabricated utilizing the break and bend techniques in order to form a strong, yet flexible, uni-body structure. The body shall be constructed with holding fixtures to ensure proper dimensioning. Each apparatus body is specific in design in order to meet the unique requirements of the purchasing fire department.

The main body compartments on each side, as well as the rear center compartment if applicable, shall contain a sweep out floor design. Each compartment shall be made to the most practical dimensions in order to provide maximum storage capacity for the fire department's equipment. The door opening threshold shall be positioned lower than the compartment floor permitting easy cleaning of the compartments.

Continuous, solid welded seams shall be located at the upper front and upper rear corners of the apparatus body. The flooring of all lower, main body compartmentation shall also have solid weld seams. All door jams, on both the top and the bottom, shall be solid welded as well. Each main door jam consists of a double jam design; this is comparable to a double struck frame design, which provides superior strength and durability. All double door jams are to be welded together utilizing the plug weld technique. All remaining compartment walls shall be stitch welded.

The compartment floors, specifically L1 and R1, shall have a minimum of two (2) 2" x 2" square tubes welded to the entire width of the compartment floor. The two (2) rear side compartments as well as the rear center compartment, if applicable, shall be welded to the rear deck support structure. This rear deck support structure is specially designed for the galvanized apparatus body substructure. Each lower, rear compartment shall be adequately stitch welded to the cross tubes providing strength and durability to the entire apparatus body.

The body design shall include a "false wall" design in the lower portion of each lower, rear compartment. This "false wall" is required in order to allow for easy accessibility to the rear electrical components found in the rear tail light cluster area.

On the upper area of the apparatus body, directly above the side compartment door openings, a header is to be fabricated from smooth, aluminum sheet. This area shall be free of any body seams and shall be painted the same color as the apparatus body. The height of the header may vary depending on the following factors: apparatus design, lettering requirements, scene lights and warning light requirements as well as various other options. A "J" channel shall be incorporated into the body design in order to provide a rain gutter to further assist in preventing excessive moisture from getting into the compartments.

SIDE COMPARTMENT DOORS

ROM roll-up doors shall be installed on each side body compartment, eight (8) total. Each door shall be a shutter type

with slats that roll onto a spool at the top of the compartment. Each slat shall be equipped with nylon end shoes to assure operation without the need for constant lubrication. The door slats and tracks shall be wet painted by the door manufacturer to match the apparatus body. The bottom sills shall be a satin anodized finish.

Each ROM roll-up door shall be supplied with a full-width lift bar and finger pull handle integrated into the bottom rail for easy one hand operation.

DOOR HANDLES

The door handles on the side body compartments of the apparatus shall be non-locking style.

Door protectors shall be provided in the upper section of the left and right body compartments with roll-up doors. Each door protector shall mitigate the damage to the roll-up.

PULL DOWN STRAP

There shall be a nylon pull down strap installed on each roll-up door. The straps shall be installed as followed: There shall be a nylon strap with loops sewn into each end. The strap shall be long enough to be installed at the midpoint of the compartment and the bottom of the door, and shall be long enough to completely open the door but not so long that it will hang out of the door when it is in the closed position. There shall be a footman loop installed on the bottom of the door just inside the jam. The footman loop shall be threaded through the loop in the strap and secured to the door with nut zerts. The other end of the strap shall be installed vertically at the mid point of the compartment opening just inside the door track. The footman loop shall be threaded through the nylon strap and secured to the compartment opening with nut Zerts.

REAR COMPARTMENT DOOR

One (1) ROM roll-up door shall be installed on the T1 compartment face. The door shall be a shutter type with 34-millimeter slats that roll onto a spool at the top of the compartment. Each slat shall be equipped with nylon end shoes to assure operation without the need for constant lubrication. The roll-up door shall have a satin finish.

The ROM roll-up door shall be supplied with a full-width lift bar and finger pull handle integrated into the bottom rail for easy one hand operation.

The compartment shall be furnished with integrated LED compartment light(s). An automatic door switch shall activate the compartment light.

BODY COMPARTMENT LIGHTING

A total of eighteen(18) On-Scene Access Series LED compartment lights shall be installed in the body compartments. Each light shall be enclosed within a tough waterproof Lexan tube enclosure and offer 400 lumens per 18" of light and an adjustable beam angle. The lights shall have a five (5) year replacement warranty.

Two (2) lights in each compartment, including T1.

COMPARTMENT COATING

The interior of the body compartments shall be coated with gray Bedliner Coating unless otherwise specified. The coating shall be durable enough to withstand the everyday wear and tear of equipment removal and shifting.

COMPARTMENT AIR RELEASE

Each compartment shall be vented to help remove trapped air when closing the compartment door. The vent shall be a rubber gasket in the area of the outboard corners of the compartment. Wiring may also be run through these areas.

COMPARTMENT DRAIN HOLES

Each body compartment shall be equipped with drain holes to allow standing water to exit underneath the apparatus.

FUEL FILL

A fuel fill pocket shall be located in the rear wheel well area on the driver's side. The fuel fill shall utilize a stainless steel OEM door that is painted primary body color. The hinge and frame shall all be constructed out of stainless steel material.

Fuel Tank Vent Line

The fuel fill vent line shall be attached to the hose barb using a hose clamp.

WHEEL WELL "SMART STORAGE"

The wheel wells shall be designed to accept "Smart Storage" modules for maximum compartment efficiency.

DRIVER'S (LEFT) SIDE BODY COMPARTMENTS

COMPARTMENT L1

A full height compartment shall be located ahead of the rear wheels on the driver's side of the apparatus body. This compartment shall be designated as L1 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 61"
- Width: 34"
- Depth: 14" Upper and 23" Lower
- Intermediate Divide Height: 27"

COMPARTMENT L2

A standard height compartment shall be located above the rear wheels on the driver's side of the apparatus body. This compartment shall be designated as L2 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 31"
- Width: 78"
- Depth: 14" Upper and 14" Lower
- Intermediate Divide Height: "

COMPARTMENT L3

A standard height compartment shall be located above the rear wheels on the driver's side of the apparatus body. This compartment shall be designated as L3 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 17"
- Width: 51"
- Depth: 14" Upper and 14" Lower
- Intermediate Divide Height: "

COMPARTMENT L4

A full height compartment shall be located behind the rear wheels on the driver's side of the apparatus body. This compartment shall be designated as L4 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 48"
- Width: 37"
- Depth: 14" Upper and 23" Lower
- Intermediate Divide Height: 25"

L1 Components

ADJUSTABLE SHELF

One (1) aluminum adjustable full-depth shelf shall be installed in the compartment. The shelf shall be constructed of 3/16" aluminum sheet with a minimum of 2" lips. The shelf shall be coated with Bedliner Coating and shall be designed in such a manner that will allow liquids to readily drain.

FLOOR MOUNTED ROLL OUT TRAY

One (1) roll out tray shall be installed on the floor of the compartment. The tray shall be provided with an On-Scene ultra-low profile cargo slide roller type assembly at 2.75". The roller assembly shall have a rated capacity of 600 lb. distributed load and shall have 100% extension capabilities. A mechanical lock assembly shall be provided to lock the tray in the extended or retracted position.

The tray shall be constructed of 3/16" aluminum sheet with 3" lips and shall be coated with bedliner. The roller assembly is constructed of non-anodized aluminum and stainless steel fasteners. The max slide size will be 30" in width and 30" in length. The tray may be wider than the roller and may hang over the edges.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

L2 Components

ADJUSTABLE SHELF

One (1) aluminum adjustable shallow-depth shelf shall be installed in the compartment. The shelf shall be constructed of 3/16" aluminum sheet with a minimum of 2" lips. The shelf shall be coated with Bedliner Coating and shall be designed in such a manner that will allow liquids to readily drain.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

L3 Components

ADJUSTABLE DEPTH SWING-OUT TOOL BOARD

An aluminum swing-out tool board with a bedliner finish shall be installed in the compartment. The tool board shall be fabricated within a structural tubular frame, supported on a pivot rod, seated in bearings attached to the compartment floor and upper bracket.

The tool board shall be mounted to uni-strut channels to enable adjustment of the tool panel at various depths within the compartment.

The tool board shall be capable of swinging open to a position perpendicular to the rear wall. A slam latch with L-shaped handle and gas shock shall be installed to keep the board in the open and or closed positions.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

L4 Components

ADJUSTABLE SHELF

One (1) aluminum adjustable full-depth shelf shall be installed in the compartment. The shelf shall be constructed of 3/16" aluminum sheet with a minimum of 2" lips. The shelf shall be coated with Bedliner Coating and shall be designed in such a manner that will allow liquids to readily drain.

FLOOR MOUNTED ROLL OUT TRAY

One (1) roll out tray shall be installed on the floor of the compartment. The tray shall be provided with an On-Scene ultra-low profile cargo slide roller type assembly at 2.75". The roller assembly shall have a rated capacity of 600 lb. distributed load and shall have 100% extension capabilities. A mechanical lock assembly shall be provided to lock the tray in the extended or retracted position.

The tray shall be constructed of 3/16" aluminum sheet with 3" lips and shall be coated with bedliner. The roller assembly is constructed of non-anodized aluminum and stainless steel fasteners. The max slide size will be 30" in width and 30" in length. The tray may be wider than the roller and may hang over the edges.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

DRIVER'S SIDE SMART STORAGE - WL1

A three (3) air bottle Smart Storage compartment shall be installed in the forward portion of the rear wheel well area, on the driver's side of the apparatus. The compartment shall be a triangle design. The compartment door shall be constructed of 3/16" aluminum material. The door shall have a rubber gasket to create a 100% seal against an aluminum flange to protect the interior of the compartment. The door shall be painted primary body color. There shall be a retention cable installed on the door as long as it would not obstruct the deployment of equipment.

DRIVER'S SIDE SMART STORAGE - WL2

A two (2) air bottle Smart Storage compartment shall be installed in the rear wheel well area between the tandem axles on the driver's side of the apparatus. The compartment door shall be constructed of 3/16" aluminum material. The door shall have a rubber gasket to create a 100% seal against an aluminum flange to protect the interior of the compartment. The door shall be painted primary body color. There shall be a retention cable installed on the door as long as it would not obstruct the deployment of equipment.

DRIVER'S SIDE SMART STORAGE - WL3

A three (3) air bottle Smart Storage compartment shall be installed in the rearward portion of the rear wheel well area, on the driver's side of the apparatus. The compartment shall be a triangle design. The compartment door shall be constructed of 3/16" aluminum material. The door shall have a rubber gasket to create a 100% seal against an aluminum flange to protect the interior of the compartment. The door shall be painted primary body color. There shall be a retention cable installed on the door as long as it would not obstruct the deployment of equipment.

OFFICER'S (RIGHT) SIDE BODY COMPARTMENTS

COMPARTMENT R1

A full height compartment shall be located ahead of the rear wheels on the officer's side of the apparatus body. This compartment shall be designated as R1 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 61"
- Width: 34"
- Depth: 14" Upper and 0" Lower
- Intermediate Divide Height: 27"

COMPARTMENT R2

A standard height compartment shall be located above the rear wheels on the officer's side of the apparatus body. This compartment shall be designated as R2 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 31"
- Width: 78"
- Depth: 14" Upper and 14" Lower
- Intermediate Divide Height: "

COMPARTMENT R3

A standard height compartment shall be located above the rear wheels on the officer's side of the apparatus body. This compartment shall be designated as R3 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 17"
- Width: 51"
- Depth: 14" Upper and 14" Lower
- Intermediate Divide Height: "

COMPARTMENT R4

A full height compartment shall be located behind the rear wheels on the officer's side of the apparatus body. This compartment shall be designated as R4 within these specifications and any ensuing paperwork or drawings after contract execution.

The dimensions of the compartment shall be:

- Height: 48"
- Width: 34"
- Depth: 14" Upper and 23" Lower
- Intermediate Divide Height: 25"

R1 Components

ADJUSTABLE SHELF

One (1) aluminum adjustable full-depth shelf shall be installed in the compartment. The shelf shall be constructed of 3/16" aluminum sheet with a minimum of 2" lips. The shelf shall be coated with Bedliner Coating and shall be designed in such a manner that will allow liquids to readily drain.

FLOOR MOUNTED ROLL OUT TRAY

One (1) roll out tray shall be installed on the floor of the compartment. The tray shall be provided with an On-Scene ultra-low profile cargo slide roller type assembly at 2.75". The roller assembly shall have a rated capacity of 600 lb. distributed load and shall have 100% extension capabilities. A mechanical lock assembly shall be provided to lock the tray in the extended or retracted position.

The tray shall be constructed of 3/16" aluminum sheet with 3" lips and shall be coated with bedliner. The roller assembly is constructed of non-anodized aluminum and stainless steel fasteners. The max slide size will be 30" in width and 30" in length. The tray may be wider than the roller and may hang over the edges.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

R2 Components

ADJUSTABLE SHELF

One (1) aluminum adjustable shallow-depth shelf shall be installed in the compartment. The shelf shall be constructed of 3/16" aluminum sheet with a minimum of 2" lips. The shelf shall be coated with Bedliner Coating and shall be designed in such a manner that will allow liquids to readily drain.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

R3 Components

ADJUSTABLE DEPTH SWING-OUT TOOL BOARD

An aluminum swing-out tool board with a bedliner finish shall be installed in the compartment. The tool board shall be fabricated within a structural tubular frame, supported on a pivot rod, seated in bearings attached to the compartment floor and upper bracket.

The tool board shall be mounted to uni-strut channels to enable adjustment of the tool panel at various depths within the compartment.

The tool board shall be capable of swinging open to a position perpendicular to the rear wall. A slam latch with L-shaped handle and gas shock shall be installed to keep the board in the open and or closed positions.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

R4 Components

ADJUSTABLE SHELF

One (1) aluminum adjustable full-depth shelf shall be installed in the compartment. The shelf shall be constructed of 3/16" aluminum sheet with a minimum of 2" lips. The shelf shall be coated with Bedliner Coating and shall be designed in such a manner that will allow liquids to readily drain.

FLOOR MOUNTED ROLL OUT TRAY

One (1) roll out tray shall be installed on the floor of the compartment. The tray shall be provided with an On-Scene ultra-low profile cargo slide roller type assembly at 2.75". The roller assembly shall have a rated capacity of 600 lb. distributed load and shall have 100% extension capabilities. A mechanical lock assembly shall be provided to lock the tray in the extended or retracted position.

The tray shall be constructed of 3/16" aluminum sheet with 3" lips and shall be coated with bedliner. The roller assembly is constructed of non-anodized aluminum and stainless steel fasteners. The max slide size will be 30" in width and 30" in length. The tray may be wider than the roller and may hang over the edges.

COMPARTMENT STRUTS

Aluminum vertical strut channels shall be welded in the compartment. Two (2) struts shall be provided for any full depth portion and one (1) strut shall be provided for any shallow depth portion.

The compartment layout shall be detailed at the pre-construction meeting. (if applicable)

OFFICER'S SIDE SMART STORAGE - WR1

A three (3) air bottle Smart Storage compartment shall be installed in the forward portion of the rear wheel well area, on the officer's side of the apparatus. The compartment shall be a triangle design. The compartment door shall be constructed of 3/16" aluminum material. The door shall have a rubber gasket to create a 100% seal against an aluminum flange to protect the interior of the compartment. The door shall be painted primary body color. There shall be a retention cable installed on the door as long as it would not obstruct the deployment of equipment.

OFFICER'S SIDE SMART STORAGE - WR2

A two (2) air bottle Smart Storage compartment shall be installed in the rear wheel well area between the tandem axles on the officer's side of the apparatus. The compartment door shall be constructed of 3/16" aluminum material. The door shall have a rubber gasket to create a 100% seal against an aluminum flange to protect the interior of the compartment. The door shall be painted primary body color. There shall be a retention cable installed on the door as long as it would not obstruct the deployment of equipment.

OFFICER'S SIDE SMART STORAGE - WR3

A three (3) air bottle Smart Storage compartment shall be installed in the rearward portion of the rear wheel well area, on the officer's side of the apparatus. The compartment shall be a triangle design. The compartment door shall be constructed of 3/16" aluminum material. The door shall have a rubber gasket to create a 100% seal against an aluminum flange to protect the interior of the compartment. The door shall be painted primary body color. There shall be a retention cable installed on the door as long as it would not obstruct the deployment of equipment.

REAR BODY COMPARTMENT

A compartment shall be located at the rear of the apparatus that extends into the apparatus torque box.

HOT-DIP GALVANIZED STEEL BODY MOUNT SUB FRAME

The main body mount sub frame shall be constructed from formed steel channel bolted and welded to the torque box. The sub frame shall be located at the front and rear of the body and in front of, above, and rear of the wheel well opening.

The compartment area behind the rear axle shall be supported by a drop frame fabricated of steel tube and angles. All drop frame structures shall be welded directly to the torque box to allow the body to be a completely separate structure from the chassis.

BODY RUB RAILS

Rub rails shall be installed beneath the compartment doors to protect the apparatus body from damage should the body be brushed or rubbed against another object. The rub rails shall be 2-1/2" x 1" , 3/16" aluminum channel. The rub rails shall be highly polished and then bright dip anodized.

The rub rails shall be installed on the body utilizing non-corrosive nylon spacers and secured with stainless steel bolts. The outside edge of the rub rails shall be even with the fenderettes and bolt-on steps to prevent snagging.

TWO REAR TOW EYES

Two (2) painted tow eyes shall be installed at the rear of the apparatus above the rear step area. The tow eyes shall be bolted to a heavy-duty assembly that is welded to the torque box. The tow eyes shall have a 3" ID hole.

REAR BUMPER

An 8" rear bumper will be furnished. The bumper will be constructed of steel framework and will be covered with polished aluminum treadplate. The bumper will be 7" deep x 5" high and will be spaced away from the body approximately 1". The corners of the bumper will be angled at 30 degrees. It will extend the full width of the body. The bumper will be notched to allow clearance for the elbow on the aerial inlet.

REAR WHEEL WELLS

Wheel wells shall have semicircular black polymer composite inner liners that are bolted to the wheel well panel and supported inboard by brackets that are connected to the body framework. Each wheel well shall be a continuous piece with no breaks or ledges where road grime or debris may accumulate. This liner shall be removable for access to suspension assembly for repairs. There shall be no exception to the bolted wheel well inner liner requirement.

STAINLESS STEEL FENDERETTES

Four (4) stainless steel fenderettes shall be installed at the outboard edge of the rear wheel well area, two (2) on each side. Rubber welting shall be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to resist deterioration. The fenderettes shall be constructed of stainless steel that has been polished to a high-quality finish.

EXHAUST HEAT DEFLECTOR SHIELD

A 5" heat deflector shield shall be installed over the exhaust to aid in dissipating the heat to prevent exhaust heat from adversely affecting contents stored in the body.

LICENSE PLATE BRACKET

A license plate bracket shall be mounted on the rear of the apparatus. A clear LED light shall be incorporated into the bracket.

TRIMRITE STAINLESS STEEL FASTENERS

TrimRite stainless steel fasteners shall be provided for all exposed and unpainted fasteners throughout the body in locations such as overlays, pump panels, and other numerous hardware mounting locations. TrimRite stainless is a hardenable martensitic stainless steel that provides a high level of corrosion resistance, hardness up to Rockwell C 51, good cold formability and ease of heat treatment, all of which combine to provide an alloy which has been used for many applications. TrimRite stainless is tested to salt spray standard ASTM B117, which is a 200-hour salt spray test. The OEM shall use TrimRite stainless with an added blue patch which provides improved vibration resistance for the fasteners.

ADDITIONAL HARDWARE

A bag of stainless steel nuts, bolts, and washers shall be supplied with the apparatus for mounting of equipment.

WALKWAYS AND OVERLAYS

All exterior surfaces designated by the manufacturer as stepping, standing, or walking areas shall be overlaid with

3003 H22 bright tread plate to provide a slip resistant surface, even when the surface is wet. All interior surfaces designated by the manufacturer as stepping, standing, or walking areas shall be slip resistant when the surface is dry. The degree of slip resistance shall be in accordance with NFPA, current edition.

Horizontal walkways shall have .080" aluminum tread plate overlays installed and vertical surfaces shall have .125" aluminum tread plate overlays. Overlays shall be installed that are totally insulated from the apparatus with nylon shoulder washers that extend into holes in the body. Stainless steel cap nuts shall be employed where bolt ends may damage equipment or cause injury. After the apparatus is painted and the overlays are reinstalled, they shall be additionally sealed at the edges with a caulking compound. The exterior top tread plate overlay shall be mounted flush with the outer edges of the apparatus body.

Any designated horizontal standing or walking surface higher than 48" from the ground and not guarded by a railing, or structure at least 12" high shall have a "safety yellow line" marking the outside perimeter of the designated standing or walking surface area. Yellow reflective SCENEdots shall be used to create the line along the outside edges of standing and walking surfaces. Steps and ladders shall not be required to have the yellow line.

STEPPING SURFACES

All steps shall have a surface area of at least 35 square inches and shall be able to withstand a load of at least 500 pounds. Steps shall be provided at any area that personnel may need to climb and shall be adequately lit.

SMART TURNTABLE ACCESS LADDER - DRIVER'S SIDE

For access to the turntable, an aluminum smart turntable access ladder shall be furnished on the driver's side of the apparatus.
The upper section shall be permanently secured to the body with a mechanical style hinge and fasteners that allow the ladder to extend down and out to the ground from the apparatus body. When deployed, the fold-down steps shall create a safe and comfortable climbing angle.

Two (2) gas cylinders shall be installed to assist in the deployment of the lower fold-down section. A mechanical locking mechanism shall be provided to retain the ladder in a stowed and secured position when in transit or when not in use. Access ladder rung illumination shall be provided during low light conditions. The access ladder shall be connected to the door open warning circuit to warn the driver it is not in the stored position. The access ladder shall be illuminated for night time operation with On-Scene Access LED lighting. The lighting shall be enclosed within a tough waterproof Lexan tube enclosure and covered with an aluminum bezel for protection from impact and environmental elements; and shall be activated by the parking brake. To aid in ascending and descending the access ladder, knurled aluminum handrails shall be provided on each side as well as one (1) on top of the body above the steps.

SMART TURNTABLE ACCESS LADDER - OFFICER'S SIDE

For access to the turntable, an aluminum smart turntable access ladder shall be furnished on the officer's side of the apparatus.
The upper section shall be permanently secured to the body with a mechanical style hinge and fasteners that allow the ladder to extend down and out to the ground from the apparatus body. When deployed, the fold-down steps shall create a safe and comfortable climbing angle.

Two (2) gas cylinders shall be installed to assist in the deployment of the lower fold-down section. A mechanical locking mechanism shall be provided to retain the ladder in a stowed and secured position when in transit or when not in use. Access ladder rung illumination shall be provided during low light conditions. The access ladder shall be connected to the door open warning circuit to warn the driver it is not in the stored position. The access ladder shall be illuminated for night time operation with On-Scene Access LED lighting. The lighting shall be enclosed within a tough waterproof Lexan tube enclosure and covered with an aluminum bezel for protection from impact and environmental elements; and shall be activated by the parking brake. To aid in ascending and descending the access ladder, knurled aluminum handrails shall be provided on each side as well as one (1) on top of the body above the steps.

FRONT TREAD PLATE OVERLAYS

A tread plate overlay shall be located on the front vertical areas of each side of the apparatus body.

And if applicable, a tread plate overlay shall be located on the rear face of each outrigger housing.

The overlays shall be located on the front of the body compartments.

FRONT BODY STEPS AND LIGHTING

Three (3) Innovative Controls folding steps (3004234-27-1-1-1-1-0) shall be located on the front of the driver's side body compartments. The folding steps shall have two large open slots to prevent the buildup of ice or mud and to provide a hand-hold when necessary. The steps shall have a surface area of at least 35 square inches and shall be able to withstand a load of 500 pounds.

Each step shall be a backlit polydomed Spartan Logo, a LED step light module and a bottom down-light module.

FRONT BODY STEPS AND LIGHTING

Three (3) Innovative Controls folding steps (3004234-27-1-1-1-1-0) shall be located on the front of the officer's side body compartments. The folding steps shall have two large open slots to prevent the buildup of ice or mud and to provide a hand-hold when necessary. The steps shall have a surface area of at least 35 square inches and shall be able to withstand a load of 500 pounds.

Each step shall be a backlit polydomed Spartan Logo, a LED step light module and a bottom down-light module.

HANDRAILS

All handrails, unless otherwise stated, shall be constructed of knurled aluminum of not less than 1-1/4" in diameter. All railing shields and brackets shall be chrome plate and bolted to the body with stainless steel bolts. The lower bracket on all vertical handrails shall have a drain hole at the lowest point.

The following handrails shall be provided on the apparatus:

A handrail shall be installed forward on the top of the body, on the driver's side.

A handrail shall be installed on the top officer's side front of the body.

AUXILIARY STEP/LIGHT SHIELD ABOVE SIDE PUMP PANELS

There shall be a step/light shield provided on each side of the apparatus above the pump panels, for a total of two (2) steps. Each step shall be a minimum of 8" deep and the width of the pump panel and be formed from aluminum anti-slip tread plate. Each step shall have hand hold cut-outs fabricated into the outer edge of the step, and shall house the pump panel light under it for its respective side.

GROUND LADDER STORAGE

The ground ladders shall be stored within the torque box and shall be removable from the rear of the apparatus. The ladders shall be fully enclosed so road dirt and debris cannot foul or damage the ladders. The ladders shall be stored in individual full-length slides so they can be removed individually.

The following ground ladders shall be supplied with the apparatus:

One (1) Duo Safety, model 585-A, 10' aluminum folding ladder shall be provided.

One (1) Duo Safety, model 701, 14' "Fresno" attic extension ladder shall be provided.

Two (2) Duo Safety model 875-A, 16' aluminum roof ladders with folding roof hooks shall be provided.

One (1) Duo Safety, model 900-A, 24' aluminum two-section extension ladder shall be provided.

One (1) Duo Safety, model 1200-A, 35' aluminum two-section extension ladder shall be provided.

PIKE POLE STORAGE

Four (4) aluminum tubes for the storage of pike poles shall be installed inside the upper portion of the torque box.

The following pike poles shall be supplied with this location on the apparatus:

One (1) Fire Hooks Unlimited, model RH-6, 6' steel shaft pike pole with a New York Roof Hook and chisel end shall be provided.

One (1) Fire Hooks Unlimited, Model NHFG-8, 8' National hook with fiberglass handle and ram knob end shall be provided.

One (1) Fire Hooks Unlimited, Model MPH-12, 12' Multi-purpose hook with fiberglass handle and ram knob end shall be provided.

WHEEL CHOCK STORAGE

The wheel chocks shall be stored in locations that are easily accessible under the front of the body on the driver's side of the apparatus.

WHEEL CHOCKS

One (1) pair of NFPA compliant cast aluminum folding wheel chocks shall be provided with the apparatus. The wheel chocks shall be mounted in horizontal mounting brackets.

PUMP COMPARTMENT

The complete apparatus pump compartment shall be constructed of a combination of structural tubing and formed sheet metal. The same materials used in the body shall be utilized in the construction of the pump compartment. The structure shall be welded utilizing the same A.W.S. Certified welding procedure as used on the structural body module. These processes shall ensure the quality of structural stability of the pump compartment module.

The pump compartment module shall be separated from the apparatus body with a gap. This gap is necessary to accommodate the flexing of the chassis frame rails that are encountered while the vehicle is in transit so that harmful torsional forces are not transmitted into the structural framework.

The pump module substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. Each assembly shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each pump compartment mount bracket shall be mounted to the side chassis frame flange.

Each assembly shall have a two-part rubber vibration isolator. The isolator shall be of a specific durometer to carry the necessary loads of the pump module. The quantity of mounts utilized shall correspond directly to the anticipated

weight being supported.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All pump module to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

PUMP COMPARTMENT LIGHTS

Two (2) 8" On-Scene Access LED lights shall be installed in the pump compartment. The lights shall be rated at 100,000 hours of service. The lights shall be waterproof and magnesium chloride resistant. The lights shall be enclosed in tough 5/8" Lexan tube. There will be a work light switch installed on the pump panel to activate the lights.

DRIVER'S SIDE RUNNING BOARD

A running board constructed of anti-slip tread plate, shall be installed on the driver's side of the pump module. The stepping area shall be as large as possible, overlapping the perimeter of the running board structure.

OFFICER'S SIDE RUNNING BOARD

A running board constructed of anti-slip tread plate, shall be installed on the officer's side of the pump module. The stepping area shall be as large as possible, overlapping the perimeter of the running board structure.

PULL-OUT PLATFORMS

One (1) On Scene Solutions pull-out platforms shall be located on the driver's side of the pump module. The top surface of each platform shall be constructed of aluminum serrated bar grating for ease of maintenance and to provide a slip resistant surface for the operator. The trim pieces shall be fabricated out of abraded aluminum.

Each platform shall lock in both the retracted and the extended position. Each pull-out platform shall be capable of supporting a maximum of 600 pounds and shall be wired to the door-ajar circuit.

DUNNAGE COMPARTMENT

A dunnage compartment shall be located above the pump module. The dunnage compartment floor shall be constructed of tread plate. The side walls inside the dunnage shall be abraded aluminum.

RIGHT AND LEFT SIDE PANEL OVERLAYS

The pump compartment tubular structure shall be overlaid on each side of the pump compartment underneath the access panels and shall be made of brushed stainless steel.

CONTROL PANEL

The driver's side of the pump enclosure shall be divided into two sections. The lower section shall be where all valve controls, the primer control, the discharge relief valve controls (pilot valve), and other mechanical controls are located. This surface shall be referred to as the "control panel".

All valve controls shall be the self-locking type, activated by either direct control or with a direct linkage utilizing friction locking bell cranks and universal ball swivels. The primary valve handles shall have color coded tags installed in a recessed area to clearly denote the purpose of each control.

INSTRUMENT PANEL

The surface up above the control panel shall contain all instruments, gauges, test fittings, and optional controls. This

surface shall be referred to as the "instrument panel". The instrument panel shall be independent and hinged and latched so that it may be opened. All instruments, gauges, and other equipment shall be installed with sufficient slack in any cabling, tubing, or plumbing to allow the panel to swivel to the fully open position.

The instrument and gauge panel shall be vertically hinged "swing out" to provide access for service. This panel shall be tied into the door open warning circuit.

OFFICER'S SIDE PUMP PANEL

A single panel shall be installed on the officer's side of the pump enclosure. This shall be the area where any officer's side discharges, inlets, steamers, and other pump-associated equipment are located. This panel shall be vertically hinged with a gas spring hold open device and held in place with quick release push latches. This panel will also be reinforced with stiffeners to produce a more rigid panel.

This panel shall be tied into the door open warning circuit.

PANEL SURFACES

The control panel, instrument panel, and officer's side pump panel shall be fabricated from a minimum of 16 gauge stainless steel with #4 brushed finish.

GARNISH RING BEZELS, POLISH STAINLESS STEEL

Polish Stainless steel intake and discharge garnish rings shall be installed on the apparatus.

VERBIAGE TAG BEZEL ASSEMBLIES

Innovative Controls verbiage tag and bezels shall be installed. The assemblies will be used to identify apparatus components.

SAFETY MESSAGE BEZEL ASSEMBLIES

Innovative Controls safety message and bezels shall be installed. The bezel assemblies will be used to identify, instruct, or warn the operators.

The Innovative Controls verbiage and safety message tags shall be designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The specified assemblies shall feature a chrome-plated panel-mount bezel with durable UV resistant polycarbonate inserts. These UV resistant polycarbonate graphic inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. All insert labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and is in accordance with NFPA, current edition.

PUMP PANEL LIGHTING

The pump operator's control panel and the officer's side pump panel shall each be illuminated by On-Scene LED Access lighting. The pump panel lights shall become energized upon setting the park brake so the gauge information provided may be consulted. A stainless steel shield shall be installed over the pump panel lights to further protect them from the elements and to act as a reflector for additional illumination.

The pump panel lighting shall become energized automatically upon setting the park brake so the gauge information may be consulted at any time the apparatus is parked.

MIDSHIP MOUNT FIRE PUMP

The pump shall be a Waterous CSU 1500 U.S. GPM fire pump. The pump shall be a single stage centrifugal class "A" rated fire pump designed specifically for the fire service.

The pump body shall be cast as two (2) horizontally split pieces. The body shall be made of high tensile, close-grained gray iron with a minimum tensile strength of 40,000 PSI.

FLAME PLATED IMPELLER HUBS

The pump impellers shall be bronze, specifically designed for the fire service and accurately balanced for vibration free running. The stripping edges shall be located on opposite sides of the impellers to reduce shaft deflection.

The impeller shaft shall be stainless steel, accurately ground to size and supported at each end by oil or grease lubricated anti-friction ball bearings for rigid, precise support. The bearings used on the impeller shaft shall be automotive type bearings, easily cross- referenced and readily available at normal parts or bearing stores.

The impeller hubs shall be flame plated with tungsten carbide to hardness approximately twice that of tool steel to assure maximum pump life and efficiency. During the flame plating process, the base metal shall not be allowed to exceed a temperature of 300 degrees Fahrenheit to prevent altering the metallurgical properties of the impeller material.

IMPELLER WEAR RINGS

The pump shall be equipped with replaceable bronze wear rings for increased pump life and minimum maintenance cost. The wear rings shall be designed to fit into a groove in the face of the impeller hubs forming a labyrinth that, as the clearance increases with age, directs water from the discharge side in several directions eventually exiting outward, away from the eye of the impeller hub.

LUBRICATION SYSTEM

An internal lubrication system shall deliver lubricant directly to the drive chain. This unique design shall eliminate the need for an external lubrication pump and auxiliary cooling. Oil shall be supplied with the lubrication system.

PUMP TRANSMISSION

The pump shall have a Waterous model C20 series transmission. The housing of the transmission shall be constructed of high strength, three-piece, horizontally split aluminum. The drive line shafts shall be made from alloy steel forgings, hardened and ground to a size 2.350 inch 46 tooth involute spline. The drive and driven sprockets shall be constructed of steel and shall be hardened and have ground bores. The drive chain shall be a Morse HV high strength involute form chain. Bearings shall be deep-groove, anti-friction ball bearings and shall give support and proper alignment with the impeller shaft assembly. Bearings shall be oil splash lubricated, completely separated from the water being pumped, and protected by a V-ring and oil seal. An internal lubrication system shall deliver lubricant directly to the drive chain. This unique design eliminates the need for an external lubrication pump and auxiliary cooling. The pump and transmission shall be easily separable. A two-piece shaft shall be splined allowing for individual repair of either the pump or transmission, to keep down time to a minimum. All drive line components shall have a torque rating equal to or greater than the final net engine torque.

MECHANICAL SEALS

The pump shall be equipped with self-adjusting, maintenance free mechanical shaft seals that shall not require manual adjustment. These seals shall be designed in a manner such that they shall remain functional enough to permit continued use of the pump in the unlikely event of a seal failure.

ANODES

Four (4) Waterous Magnesium anodes shall be provided with the fire pump. The anodes shall aid in preventing galvanic corrosion within the water pump and be easily replaceable. The anodes shall be installed as follows:

- Two (2) on the intake side of the pump
- Two (2) in the discharge manifold of the fire pump.

The pump shall be rated at 1500 gallons per minute.

FIRE PUMP MOUNTING

The fire pump shall be mounted within a separate body module that is not directly connected to the apparatus body.

The pump shall be frame mounted as per pump manufacture recommended guidelines; therefore minimizing the likelihood of the pump casing cracking should the apparatus be involved in a collision.

The pump module shall be mounted to the frame in a minimum of four (4) locations and shall be reinforced appropriately in order to carry the expected load for the life of the apparatus.

PUMP SHIFT

The pump shift shall be supplied and installed by the chassis manufacturer.

The pump system shift indicator lights in the chassis cab shall be supplied and installed by the chassis manufacturer.

The pump system shift indicator lights on the operator's panel shall be incorporated with the pump pressure governor.

PRESSURE GOVERNOR

A Fire Research InControl series TGA400 pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5 1/2" high by 10 1/2" wide by 2" deep. The control knob shall be 2" in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1 3/4" from the front of the control module. Inputs for monitored information shall be a J1939 data bus or independent sensors. Outputs for engine control shall be on the J1939 data bus or engine specific wiring.

The following continuous displays shall be provided:

- Pump discharge; shown with four daylight bright LED digits more than 1/2" high
- Pump Intake; shown with four daylight bright LED digits more than 1/2" high
- Pressure/RPM setting; shown on a dot matrix message display
- Pressure and RPM operating mode LEDs
- Throttle ready LED
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and night time operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. The kit shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High battery voltage
- Low battery voltage (engine off)
- Low battery voltage (engine running)
- High transmission temperature
- Low engine oil pressure
- High engine coolant temperature
- Out of water (visual alarm only)
- No engine response (visual alarm only)

The program features shall be accessed via push buttons and a control knob located on the front of the control panel. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 PSI. The intake pressure display shall show pressures from -30 in. Hg to 600 PSI.

The governor shall operate in two control modes: pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode, the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode, the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 PSI. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

An interlock system shall be provided to prevent advancement of the engine speed at the pump operator's panel unless the apparatus has "Throttle Ready" indication.

The pressure governor, monitoring and master pressure display shall be programmed to interface with a specific engine.

INTAKE RELIEF VALVE

A Trident AirMax intake relief valve shall be installed on the suction side of the pump. The valve shall be the preset-type, adjustable from 50 to 350 PSI, and shall be designed to prevent vibration from altering the setting. The relief outlet shall be directed below the pump with the discharge terminating in a 2-1/2" male VIC connection. A Trident panel mounting kit, complete with nameplate panel instruction enhanced placard and direct reading "SET" pressure gauge, shall be provided with the intake relief valve.

Preset at 125 psi.

TRIDENT PRIMING PUMP

The priming pump shall be a Trident Emergency Products three-barrel, compressed air powered, high efficiency, multi-stage, venturi based AirPrime System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A pressure protection valve shall be installed with the priming pump. A single panel mounted control shall activate the priming pump and open the priming valve to the pump.

MASTER DRAIN VALVE

A Trident manifold drain valve assembly shall be supplied. This drain shall provide the capability to drain the entire

pump by turning a single control. The valve assembly shall consist of a stainless steel plate and shaft in a bronze body with multiple ports. The drain valve control shall be mounted on the driver's side pump panel and labeled "Master Drain".

PUMP PRIMED BLACK BY PUMP MANUFACTURER

The pump shall be primed black by the pump manufacturer.

The main intake(s) shall be unpainted and any auxiliary intake(s) shall be the same color as they arrived from the valve manufacturer.

PUMP MANUALS

Two (2) Pump Operation and Maintenance manuals shall be provided in digital format with the apparatus.

PUMP COOLING SYSTEM

A pump cooling system shall be provided on the apparatus. The cooling system shall keep the pump cool during long periods of pumping when water is not being discharged. The cooling system shall also be set up in a way that the cooling system lines can be easily drained through the master pump drain.

The cooling system lines shall consist of high-temperature hose. The pump cooling lines shall be installed with one (1) line going from the discharge side of the water pump through a 3/4 in-line quarter-turn ball valve assembly up to the water tank. At the water tank, the pump cooling line shall be plumbed into a 3/4" check valve on the "Tank Fill" valve. The check valve shall prevent tank water from back flowing into the pump when the cooling system is not in use. A return line from the water tank shall be plumbed into the water pump.

The pump cooling system valve shall be controlled on operators panel, and shall be clearly labeled, "Pump Cooler".

FOAM SYSTEM

A FoamPro 1600 single foam system shall be installed on the apparatus. The system shall be an electronic, fully automatic, variable speed, direct injection, discharge side foam proportioning system. The system shall be capable of handling, and shall be set up to utilize Class A foam concentrate. The foam proportioning operation shall be based on direct measurement of water flows, and remain consistent within the specified flows and pressures. The system shall be equipped with a control module, suitable for installation on the pump panel. Incorporated within the motor driver shall be a microprocessor that receives input from the system flow meter, while also monitoring foam concentrate pump output, comparing values to ensure that the operator preset proportional amount of foam concentrate is injected into the discharge side of the fire pump.

The control module shall enable the pump operator to activate the foam proportioning system and select proportioning rates from 0.1% to 1.0%.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity shall be 1.7 GPM at 200 PSI with a max operating pressure up to 400 PSI . The motor shall be controlled by a microprocessor (mounted to the base of the pump). It shall receive signals from the control module, and power the 1/3 hp electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

System capacity shall be as follows:

- 0.2% Foam Concentrate / 850 Maximum GPM
- 0.5% Foam Concentrate / 340 Maximum GPM
- 1.0% Foam Concentrate / 170 Maximum GPM

A full flow check valve shall be provided to prevent foam contamination of fire pump and water tank or water contamination of foam tank. Components of the complete proportioning system as described above shall include:

- Operator control and display.
- Paddlewheel flow meter.
- Pump and electric motor/motor driven.
- Wiring harnesses.
- Low-level tank switch.
- Foam injection check valve.

An installation and operation manual shall be provided for the unit, along with a one (1) year limited warranty. A system schematic placard and a system rating placard shall be supplied and installed in accordance with NFPA, current edition.

FLUSH SYSTEM

A single foam flush system shall be installed to provide a clean water flush of the foam concentrate pump preventing foam concentrates from mixing and possible jelling. Clean water from the booster tank shall be plumbed to a 1/4 turn Class 1 T-handle valve/controller located on the pump panel. The valve shall be capable of operating pressures to 500 PSI.

FOAM REFILL SYSTEM

The apparatus shall be equipped with a FoamPro single foam, electronic, automatic concentrate refill system. It shall be separate from the proportioning system to allow for simultaneous operations. The system shall be capable of handling Class A or Class B foam concentrate. The apparatus shall be plumbed from the externally accessed intake/ flush port to the foam cell. The external intake/flush connection shall be quick connect, cam-lock type and incorporated a check valve to prevent back flow. The refill line shall be positioned in the lower portion of the foam cell to minimize agitation. The refill operation shall be based on direct measurement of the concentrate level in the cell and the refill pump intake performance. The system must be capable of automatically stopping when the foam cell is full and warn the operator when the concentrate source is empty or any other conditions preventing flow occurs. The system shall be equipped and electronic control suitable for installation on the pump panel. Incorporated within the control shall be a microprocessor that receives input from the system while also monitoring foam concentrate pump output. An all bronze three-way valve shall be included to allow that operator to flush the system after use.

A 12-volt electric motor driven positive concentrate pump, with a minimum of 10 U.S. GPM @ 20 PSI rating, with concentrate viscosity exceeding 5500 CPS, shall be installed per manufacturer recommendations. A pump motor electronic driver shall receive signals from the computer control display and power the electric motor directly coupled to the concentrate pump. The system shall receive readings when the concentrate tank is full and stop operation to prevent overfill. The system shall terminate operations when flow is not detected on the intake side for twelve (12) seconds.

WATEROUS OVERBOARD FOAM PICK-UP

A Waterous overboard foam pick-up shall be provided with the foam system. The overboard foam pick-up shall provide foam from an off truck supply source. A foam pick-up with 6' hose shall be supplied with the system.

PLUMBING MANIFOLD

The plumbing manifold shall consist of the inlet side manifold and the discharge side manifold. Galvanized Victaulic couplings shall be used wherever possible for ease of maintenance and superior corrosion protection.

The inlet side of the plumbing manifold shall utilize schedule 10, 304-grade stainless steel tubing and preformed elbows for inlets that are larger than 3". Side auxiliary inlets that are 3" or smaller shall utilize schedule 10, 304-grade

stainless steel threaded tubing and preformed elbows. The inlet manifold shall thread into the pump auxiliary inlet ports and each inlet valve shall thread onto the inlet manifold.

The discharge side of the plumbing manifold shall utilize schedule 10, 304-grade stainless steel tubing and preformed elbows to ensure the quality of the manifold where welds are required. The discharge manifold shall connect to the pump discharge ports using 1/2" stainless steel flanges that shall be machined to seat an O-ring to ensure a leak proof seal. Each discharge shall derive from a port on the manifold assembly connected to a discharge valve with 1/2" 304-grade stainless steel flanges. Discharges that terminate in a location other than the pump module (i.e. rear discharges) that do not require welding shall utilize a combination of high-pressure flex hose and schedule 10, 304-grade stainless steel tubing to allow flexibility between the body and the pump module.

A 3/4" quarter turn drain valve shall be included. A chrome plated rectangular handle shall be provided on the drain valve to facilitate use with a gloved hand. The drain valve shall be located just above the running board and below the pump panel to reduce clutter in the pump panel area. The drain valve shall be connected to the valve with a flexible hose that is routed in such a manner as to assure complete drainage to below the apparatus. A matching color coded bezel shall be included.

INNOVATIVE CONTROLS DISCHARGE GAUGES - 2-1/2" - 0-400 PSI

The discharge gauges on the apparatus shall be 2-1/2" (63mm) diameter Innovative Controls TC Series (Temperature Compensation) pressure gauges. The gauges shall have a glass-filled nylon case, a clear scratch-resistant lens, and a highly-polished stainless steel bezel. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation, and ensure proper operation from 40° F to +160° F.

The gauges shall meet or exceed ASME B40.100 Grade B requirements with an accuracy of +/- 1.5% full scale and include an internal thermal expansion bladder that allows the gauge fill to expand in high temperature environments. The gauges shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube.

Each discharge gauge shall include a line fitting and be installed into a proprietary chrome-plated Smeal decorative bezel that features an area for the installation of a discharge color-coding label.

The gauges shall display a range from 0 to 400 PSI with black markings on a white dial.

MASTER PRESSURE GAUGES

The master gauges shall be installed on the pump panel no more than 6 inches apart.

The master intake and master discharge gauges shall be 4" (100mm) diameter Innovative Controls TC series (Temperature Compensation) pressure gauges. Each gauge shall have a glass-filled nylon case, a scratch-resistant lens, and a highly-polished stainless steel bezel. The gauge shall be fully-filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operations from -40° F to +60° F.

Each gauge shall meet or exceed ASME B40.100 Grade B requirements with an accuracy of +/- 1.5% full scale and include an internal thermal expansion bladder that allows the gauge fill to expand in high temperature environments. The gauges shall also include a KEM-X Socket Saver diaphragm in the stem to eliminate freeze-up and contain a low temperature instrument oil that fills and protects the socket and bourdon tube.

The gauge on the left shall be the master pump intake gauge and display a range from -30 to 400 PSI. The gauge on the right shall be the master pump discharge gauge and display a range from 0 to 400 PSI.

The test port manifold shall be from Innovative Controls and feature solid one-piece cast brass manifold construction located on the pump operator's panel. Removable chrome plated plugs shall be in two test ports, which shall protrude through the surface of the apparatus pump panel or subpanel for easy removal during manual pressure testing.

Plumbing ports 1-4 shall be behind the panel after installation. Each of these four ports (two on vacuum side and two on pressure side) shall have SAE brass fittings or plugs and be plumbed as needed into the vacuum and pressure lines and gauges.

Pressure ports 5 and 6 shall accept 1/4" NH fittings, plugs, or pressure transducers for real-time vacuum and/or pressure readings from one or both sides of the manifold. Port 5 shall be on the vacuum side and Port 6 shall be on the pressure side of the manifold. The location of these ports shall allow the manifold to totally drain if desired.

The test port manifold may be assembled to a decorative chrome-plated die-cast zinc bezel. This bezel shall reside on the outside of the panel after installation and hold a sub-surface printed polycarbonate overlay that will label each of the two exposed test ports one shall be labeled 'Vacuum' or 'VAC' and the other 'Pressure' or 'PRES'. This label shall cover the mounting screws and include a Spartan logo.

HARDWARE BRAND

The non-Storz discharge and intake fittings provided on this apparatus shall be South Park Corp. Brand, if available. We reserve the right to change the brand of adapters to an equivalent product due to supplier availability. The adapter/cap/plug fittings shall be manufactured from high-quality brass that shall be polished to remove manufacturing irregularities with a chrome finish applied to the polished surface.

The Storz discharge and intake fittings provided on this apparatus shall be Task Force Tips Brand. For corrosion resistance, the adapter shall be constructed of hard coat anodized aluminum alloy and include a polymer bearing ring for prevention of galvanic corrosion.

The auxiliary intake(s) shall terminate with NH swivels, and the discharges shall terminate with male NH threads.

DISCHARGE, PRE-CONNECT, AND INTAKE DRAINS (SPARTAN)

An Innovative Controls 3/4" quarter turn drain, shall be included on each discharge, gated intake, and steamer valve (if applicable). A side stem, long stroke chrome plated lift handle shall be provided on the drain valve to facilitate use with a gloved hand. The drain valve shall have a verbiage tag that angles upward so that it can easily be seen and read by the operator before opening. The drain valve shall be located just above the running board and below the pump panel to reduce clutter in the pump panel area. The drain valve shall be connected to the valve with a flexible hose that is routed in such a manner as to assure complete drainage to below the apparatus. A matching color coded bezel shall be included.

AUTOMATIC DRAINS

A Class 1 automatic drain shall be installed on the deluge valve (if applicable). The drains shall also be located in low laying areas (i.e., front discharge) The Drains will open whenever the pressure in the line drops below 6 PSI.

All poly lines leading to the pressure gauges, drains, etc. in relation to the water pump are to utilize compression fittings.

See label order form (required)

2" TANK FILL

A 2" tank fill shall be plumbed from the pump to the tank. Installation shall be completed with 2" rubber hose and stainless steel hose couplings.

An Akron Brass, model 8820, 2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts, and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan Style Innovative Controls push/pull T-handle.

The valve shall carry a ten (10) year warranty by the valve manufacturer.

4" TANK-TO-PUMP

A 4" tank-to-pump shall be plumbed with a flexible hose from the tank to the suction side of the pump. An Akron Brass, model 8830, 3" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a self-locking ball feature using an automatic friction lock design and specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall also include a necessary B3-SH pump flange adapter, which shall be specifically used for the tank-to-pump line to properly adjust the plumbing based on the pitch of the pump. The valve shall carry a ten (10) year warranty by the valve manufacturer.

A check valve shall be between the pump suction and the booster tank valve. The check valve shall eliminate back flow into the water tank when the pump is connected to a pressurized source.

The valve shall be actuated by a manual actuator. The manual actuator shall be controlled by a Spartan Style Innovative Controls push/pull T-handle.

6" DRIVER SIDE MAIN INTAKE

A 6" main intake shall be located on the driver's side of the pump module. The suction fittings shall include a removable die-cast screen to provide cathodic protection for the pump thus reducing corrosion. A short steamer barrel shall be installed to accommodate an intake valve without exceeding the legal overall body width. The intake shall terminate male NH threads.

One (1) 6" NH thread long handle chrome plated vented steamer cap shall be provided.

2-1/2" DRIVER'S SIDE AUXILIARY INTAKE

A 2-1/2" gated auxiliary intake with 2-1/2" plumbing shall be provided on the driver's side of the pump module. The auxiliary intake shall be fully recessed behind the panel in order to keep the valve protected from the elements.

An Akron Brass, model 8825, 2-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by an Akron Brass, model TS manual actuator installed directly on the valve. The handle shall allow the valve to be controlled directly at the valve.

One (1) 2-1/2" NH thread rocker lug chrome plated vented plug, complete with cable or chain, shall be provided.

6" OFFICER SIDE MAIN INTAKE

A 6" main intake shall be located on the officer's side of the pump module. The suction fittings shall include a removable die-cast screen to provide cathodic protection for the pump thus reducing corrosion. A short steamer barrel shall be installed to accommodate an intake valve without exceeding the legal overall body width. The intake shall terminate male NH threads.

One (1) 6" NH thread long handle chrome plated vented steamer cap shall be provided.

2-1/2" DRIVER'S SIDE DISCHARGE

A 2-1/2" discharge with 2-1/2" plumbing shall be located on the driver's side of the pump compartment. The discharge shall terminate with male NH thread.

An Akron Brass model 8625 2-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by an Akron Brass rack and sector actuator installed on the valve. The manual actuator shall be controlled by a Spartan style Innovative Controls push/pull T- handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

One (1) 2-1/2" female NH thread swivel rocker lug x 2-1/2" male NH thread 30 degree chrome plated elbow adapter shall be provided.

One (1) 2-1/2" NH thread rocker lug chrome plated vented cap, complete with cable or chain, shall be provided.

2-1/2" DRIVER'S SIDE DISCHARGE

A 2-1/2" discharge with 2-1/2" plumbing shall be located on the driver's side of the pump compartment. The discharge shall terminate with male NH thread.

An Akron Brass model 8625 2-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by an Akron Brass rack and sector actuator installed on the valve. The manual actuator shall be controlled by a Spartan style Innovative Controls push/pull T- handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

One (1) 2-1/2" female NH thread swivel rocker lug x 2-1/2" male NH thread 30 degree chrome plated elbow adapter shall be provided.

One (1) 2-1/2" NH thread rocker lug chrome plated vented cap, complete with cable or chain, shall be provided.

2-1/2" OFFICER'S SIDE DISCHARGE

A 2-1/2" discharge with 2-1/2" plumbing shall be located on the officer's side of the pump compartment. The discharge shall terminate with male NH thread.

An Akron Brass, model 8825, 2-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan style Innovative Controls push/pull T- handle at the pump operator's panel.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

One (1) 2-1/2" female NH thread swivel rocker lug x 2-1/2" male NH thread 30 degree chrome plated elbow adapter shall be provided.

One (1) 2-1/2" NH thread rocker lug chrome plated vented cap, complete with cable or chain, shall be provided.

4" OFFICER'S SIDE DISCHARGE

A 4" large diameter discharge, with 4" plumbing, shall be located on the officer's side of the pump compartment. The discharge shall terminate with male NH thread.

One (1) Akron Brass, model 8840, 4" Swing-Out valve shall be provided. The valve shall have an all cast brass valve body with a 4" full flow waterway ideal for flows up to 2000 GPM and a maximum body length of 4". The valve shall utilize a bronze flat ball design with a single urethane seat and be structurally rated to 500 PSI with a 250 PSI operating pressure. The valve shall not require the lubrication of seats or any other internal waterway parts and shall be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by an Akron Brass electric actuator installed on the valve. The electric actuator shall have a 25:1 gear ratio, which actuates from fully open to fully closed in eight (8) seconds, a clutchless motor, and utilizes an electric controller with current limiting design.

The electric actuator shall be controlled by an Akron Brass valve controller. The electric controls shall be of true position feedback design, requiring no clutches in the motor or current limiting. The unit shall be completely sealed with momentary open, close as well as an optional one (1) touch full open feature to operate the actuator. Three (3) additional buttons shall be available to be used for preset selection, preset activation, CAFS activation and menu navigation. The unit shall be capable of being connected to a Pressure Sensor and provide an LCD display showing pressure as well as valve position indication. Valve position indication shall be determined from true position feedback and indicate the exact position of the valve. The unit shall be capable of being used in conjunction with at least two (2) additional displays to control one (1) valve. The unit shall be able to be programmed to Bar, PSI or kPa for pressure. The unit shall have programmed pipe sizes and be capable of custom calibration to high and low flow ranges. The unit shall also be capable of turning on and off a solenoid used in a CAFS system. The only calibration required is to set the unit to the valve during initial set up. No other calibration shall be required. The display shall be a full-color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The display banner color and custom text shall be programmed to mirror the the signed order form (the color and verbiage may not be an exact match). The unit shall carry a five (5) year warranty.

One (1) 5" Storz x 4" female NH thread swivel rocker lug 30 degree elbow adapter shall be provided. The elbow shall be constructed of hard coat anodized aluminum alloy and have a silver powder coat finish inside and out.

One (1) 5" Storz blind cap, complete with lanyard, shall be provided.

1-1/2" FRONT BUMPER DISCHARGE

A 1-1/2" discharge shall be located inside the center hosewell of the front bumper. The discharge shall be plumbed with 2" chassis installed stainless steel plumbing and OEM installed stainless steel plumbing and high-pressure flex hose with stainless steel couplings. The discharge shall terminate in male NH thread.

The discharge shall have Class1 automatic drains installed in the low routed areas below the 1/4 turn manual drain. The automatic drains shall open whenever the pressure in the line drops below 6 PSI.

An Akron Brass, model 8825, 2-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan Style Innovative Controls push/pull T-handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

The discharge shall be designated as a pre-connect so no cap and chain shall be required.

CROSSLAY CONFIGURATION

Two (2) 1-1/2" and one (1) 2-1/2" crosslay pre-connects shall be located above the front stabilizers. The housing shall be adequately lit to meet requirements. High-pressure flex hose with stainless steel couplings shall be used in the plumbing.

A 90 degree swivel elbow shall be utilized to keep the hose from kinking when pulled from either side of the apparatus. The swivel for each crosslay shall be located outboard for ease of making connections while changing hose.

The pre-connect hose beds shall be sized to accommodate the following hose load:

The interior of the pre-connect hose bed shall have a maintenance free abraded finish.

FLOORING

The floor of the pre-connect area shall be covered with Dura-Dek fiber reinforced material. The Dura-Dek shall have "T" beams in parallel connected with cross slats that are first mechanically bonded and then epoxied. The "T" sections shall be spaced 3/4" apart to allow for drainage and ventilation.

CROSSLAY TRIM

Brushed stainless steel trim shall be installed at the openings on the bottom and on each side of the crosslay hose bed area. The trim shall reduce the chaffing of the hose jacket on the edges of the bay area.

DIVIDERS

Two (2) dividers shall be in the crosslay area. Each divider shall be fabricated of 3/16" aluminum with a handheld cutout and shall be mounted in a channel on each end for adjustability. A notch in each divider shall be provided to accommodate a nozzle. The dividers shall have a maintenance free abraded finish.

CROSSLAY COVER

A bi-fold aluminum non-slip tread plate cover shall be installed on the crosslay hose bed. The cover shall not interfere with hose loading when in the open position. When in the open position the cover shall remain open due to automatically engaging mechanisms that require no type of latch operation to engage or release. The cover shall be provided with two full length stainless steel piano style hinges that shall attach the cover to the body and allow it to bi-fold. The cover shall be light yet rigid. Opening the cover may be performed by one person on one side of the apparatus. The cover shall be rigid enough to support weight without deformation.

Two (2) On Scene, Access, crosslay hose bed lights shall be provided to illuminate of the crosslay hose bed area in accordance with NFPA, current edition. The lights shall be a 9" tube light with a chrome housing. The lighting circuit shall be activated when the parking brake is engaged.

1-1/2" PRE-CONNECT

A 1-1/2" pre-connect with 2" plumbing shall be provided. The pre-connect shall terminate out a swivel male NST threads.

The 1-1/2" crosslay pre-connect shall have a capacity of 200' of 1-3/4" double jacket fire hose stored in a single stack.

All hose load calculations are estimated using Snap-Tite standard hose.

The discharge shall be foam capable.

An Akron Brass, model 8820, 2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan style Innovative Controls push/pull T- handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

The discharge shall be designated as a pre-connect so no cap and chain shall be required.

1-1/2" PRE-CONNECT

A 1-1/2" pre-connect with 2" plumbing shall be provided. The pre-connect shall terminate out a swivel male NST threads.

The 1-1/2" crosslay pre-connect shall have a capacity of 200' of 1-3/4" double jacket fire hose stored in a single stack.

All hose load calculations are estimated using Snap-Tite standard hose.

The discharge shall be foam capable.

An Akron Brass, model 8820, 2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan style Innovative Controls push/pull T- handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

The discharge shall be designated as a pre-connect so no cap and chain shall be required.

2-1/2" PRE-CONNECT

A 2-1/2" pre-connect with 2-1/2" plumbing shall be provided. The pre-connect shall terminate out a swivel NST.

The 2-1/2" crosslay pre-connect shall have a capacity of 200' of 2-1/2" double jacket fire hose stored in a single stack.

All hose load calculations are estimated using Snap-Tite standard hose.

An Akron Brass, model 8825, 2-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats. The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan Style Innovative Controls push/pull T-handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

The discharge shall be designated as a pre-connect so no cap and chain shall be required.

DEADLAY LOAD

The deadlay shall have a capacity of 300' of 3" double jacket fire hose.

BOOSTER REEL

A Hannay aluminum fabricated electric rewind booster reel, with a capacity of 150' of 3/4" booster hose, shall be installed on the apparatus. The booster reel shall have a polished finish and shall not be painted. An automatic brake and an auxiliary manual rewind crank shall be supplied. One (1) set of rollers shall be installed.

The booster reel is to be sized for 150' of hose, but will only carry 100'.

The booster reel shall be mounted above the pump in the dunnage compartment.

Located to the officer's side.

An Akron Brass, model 8815 1-1/2" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing stainless steel ball and dual polymer seats.

The valve shall be capable of dual directional flow while incorporating a specially designed flow optimizing stainless steel ball. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of six bolts. The valve shall be manufactured and assembled in the United States. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by a manual actuator installed on the valve. The manual actuator shall be controlled by a Spartan style Innovative Controls push/pull T- handle.

The discharge shall have a 2-1/2" (63mm) glass filled nylon 66 case TC series gauge with a Spartan bezel and a display range from 0 to 400 PSI. The gauge shall have a black dial graphic and pointer.

BOOSTER HOSE

One (1) section of 100' x 3/4" of 800 lb. test booster hose coupled with 1" NH thread couplings shall be installed on the booster reel.

There shall be a rubber covered push button switch located on the booster reel for the rewind control of the reel.

The booster reel shall be equipped with one (1) additional set of hose guide rollers.

There shall be bracing installed on the internal side of the roller assembly. The hose rollers are NOT intended for use as a grab rail.

On the officer's side.

AERIAL WATERWAY DISCHARGE

A discharge shall be plumbed to the aerial waterway with 4" plumbing. The plumbing shall be constructed from schedule 10 stainless steel components.

An Akron Brass, model 8940, 4" Swing-Out valve shall be provided. The valve shall have an all brass body with flow optimizing Fusion CF composite ball with Hydromax technology. The valve shall not require lubrication of seats or any other internal waterway parts and must be capable of swinging out of the waterway for maintenance by the removal of four bolts. The valve shall carry a ten (10) year warranty by the valve manufacturer.

The valve shall be actuated by an Akron Brass electric actuator installed on the valve. The electric actuator shall have a 25:1 gear ratio, which actuates from fully open to fully close in eight (8) seconds, a clutchless motor, and utilize an electric controller with current limiting design.

The electric actuator shall be controlled by an Akron Brass valve controller. The electric controls shall be of true position feedback design, requiring no clutches in the motor or current limiting. The unit shall be completely sealed with momentary open, close as well as an optional one (1) touch full open feature to operate the actuator. Three (3) additional buttons shall be available to be used for preset selection, preset activation, CAFS activation and menu navigation. The unit shall be capable of being connected to a Pressure Sensor and provide an LCD display showing pressure as well as valve position indication. Valve position indication shall be determined from true position feedback and indicate the exact position of the valve. The unit shall be capable of being used in conjunction with at least two (2) additional displays to control one (1) valve. The unit shall be able to be programmed to Bar, PSI or kPa for pressure. The unit shall have programmed pipe sizes and be capable of custom calibration to high and low flow ranges. The unit shall also be capable of turning on and off a solenoid used in a CAFS system. The only calibration required is to set

the unit to the valve during initial set up. No other calibration shall be required. The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The display banner color and custom text shall be programmed to mirror the the signed order form (the color and verbiage may not be an exact match). The unit shall carry a five (5) year warranty.

See label order form (required)

ELECTRICAL SYSTEM

Wiring harnesses shall be the automotive type, engineered specifically for the builder's apparatus, and shall meet the following criteria. Under no circumstances shall diodes, resistors, or fusible links be located within the wiring harness. All such components shall be located in an easy to access wiring junction box or the main circuit breaker area. All wire shall meet white book, baseline advanced design transit coach specification and Society of Automotive Engineers recommended practices. It shall be stranded copper wire core with cross-linked polyethylene insulation complying with SAE specification J1128. Each wire shall be hot stamp function coded every three inches starting one inch from the end and continuing throughout the entire harness. In addition to function coding, each wire shall be numbered, colored, and gauge coded.

Wire harnesses shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

Harnesses shall be modular in design; main harness system subdivided into several smaller sub-harnesses. The harness subsections shall be connected using Deutsch branded, heavy duty, environmentally sealed, connectors with silicone seals and a rear insertion/removal contact system. For isolation of electrical "zones" the harness subsections shall consist of a main harness, a pump harness with a separate pump gauge panel harness, a left body harness with a separate left compartment harness, a right body harness with a separate right compartment harness, and a rear body harness with two separate rear compartment harnesses.

The main harness and three body harnesses shall interconnect at a central, easy to reach location and their connectors shall not be obstructed by other harnesses or fuel/air lines. In addition, the main and body harness connectors shall be color-coded for ease of identification with their respective colors noted on the accompanying electrical diagrams.

Where connectors are not provided by the electrical component manufacturer, all 12-volt lights and other electrical components (excluding rocker and toggle switches) shall connect to the harnesses using Deutsch brand connectors; butt connectors are considered unacceptable.

All Deutsch connectors shall meet the following criteria:

- All connectors shall be rated for three feet submersion in water.
- Temperature range from -67° F to 257° F continuous at rated current.
- All contacts shall be soldered unless a crimping tool or machine is used that gives an even and precise pressure for the terminal being used.
- All contacts shall be pull-tested to ensure their integrity.

WEATHERPROOF DOOR SWITCHES

Because of the harsh environment and susceptibility to moisture on the fire ground, the fire apparatus compartment doors shall utilize weatherproof switches. No Exceptions.

The switches shall be used for activation of the compartment lights and to provide a signal to the door open circuit in the cab.

V-MUX ELECTRICAL MANAGEMENT SYSTEM

The apparatus shall be equipped with a V-MUX Multiplex System. There are several key benefits to multiplexing, one is to reduce the number of connections in a vehicle's electrical system, because of this it is important to limit the amount of modules that control certain functions of the vehicle.

Outputs:

The outputs shall perform all the following items without added modules to perform any of the tasks:

- Load Shedding: The System shall have the capability to Load Shed with 8 levels any output. This means you can specify which outputs (barring NFPA restrictions) you would like Load Shed. Level 1 - 12.9v, Level 2 - 12.5V, Level 3 - 12.1V, Level 4 - 11.7V, Level 5 - 11.3V, Level 6 - 10.9V, Level 7 - 10.5, Level 8 - 10.1. Unlike conventional load shedding devices you can assign a level to any or all outputs. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- Load Sequencing: The System shall be able to sequence from 0 8 levels any output. With 0 being no delay and 1 being a 1-second delay, 2 being a 2-second delay and so on. Sequencing reduces the amount of voltage spikes and drops on your vehicle, and can help limit damage to your charging system. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- Output Device: The System shall have solid-state output devices. Each solid-state output shall be a MOS-FET (Metal Oxide Semiconductor - Field Effect Transistors); MOS-FETs are solid-state devices with no moving parts to wear out. A typical relay, when loaded to spec, has a life of 100,000 cycles. The life of a FET is more than 100 times that of a relay. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- Flashing Outputs: The System shall be able to flash any output in either A or B phase, and logic is used to shut down needed outputs in park, or any one of several combined interlocks. The flash rate can be selected at either 80, or 160 FPM. This means any light can be specified with a multiplex truck with no need to add flashers. Flashing outputs can also be used to warn of problems. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- PWM: The modules shall have the ability to PWM at some outputs so that a Headlight PWM module is not needed. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- Diagnostics: An output shall be able to detect either a short or open circuit.

Inputs:

The inputs shall have the ability to be switched by a ground or battery signal.

The inputs shall be filtered for noise suppression via hardware and software so that RF or dirty power will not trick an input into changing its status.

System Network:

The Multiplex system shall contain a Peer-to-Peer network. A Master-Slave Type network is not suitable for the Fire/Rescue industry. A Peer-to-Peer network means that all the modules are equal on the network; a Master is not needed to tell other nodes when to talk.

System Reliability:

The Multiplex system shall be able to perform in extreme temperature conditions, from -40° to +85° C (-40 degree to +185 degree Fahrenheit) The system shall be sealed against the environment, moisture, humidity, salt or fluids such as diesel fuel, motor oil or brake fluid. The enclosures shall be rugged to withstand being mounted in various locations or compartments around the vehicle. The modules shall be protected from over voltage and reverse polarity.

12-VOLT SYSTEMS TEST

After completion of the unit, the 12-volt electrical system shall undergo a battery of tests as listed in NFPA, current edition. These tests shall include, but not be limited to:

- Reserve capacity test
- Alternator performance test at idle
- Alternator performance test at full load
- Low voltage alarm test

Certification of the results shall be supplied with the apparatus at the time of delivery.

TAIL LIGHTS

A Whelen M6 series LED tail light assembly shall be installed on each side of the rear of the apparatus. Each assembly shall include the following:

- One (1) red LED stop/tail combination light
- One (1) amber LED turn light with arrow
- One (1) clear LED backup light

The lights shall be mounted in a four (4) light chrome plated composite housing. The remaining slot in the housing shall be populated with a warning light specified in the warning light section.

REAR WORK LIGHT SWITCH

A switch shall be installed above the tail light bezel on the left side of the rear of the apparatus. The switch shall be wired to the backup lights to provide additional work lighting. The rear work light circuit shall be deactivated when the park brake is disengaged. In addition to the lights being activated by the above switch, the lights shall also come on when the transmission is placed in reverse.

MIDSHIP TURN SIGNALS

Two (2) Tecniq model S170 midship auxiliary/turn signal lights shall be installed in the rub rail, one (1) on each side of the body. Each light shall have amber LEDs and clear lens.

The mid turn signals are to be set to steady burn and will only flash when activated.

PERIMETER GROUND LIGHTING

Tecniq, model T44-WD0B-1, 4" round LED lights shall be installed beneath the apparatus in areas where personnel may be expected to climb on and off the apparatus. The lights shall illuminate the ground within 30" of the apparatus to provide visibility of any obstructions or hazards. These areas shall include, but not be limited to, side running boards and the rear step area.

The lights activation shall match the chassis programming. The lights will be tied into the chassis ground light activation. All the body ground lights around the entire perimeter of the truck swill activate at the same time. Activation of the left and right side ground lights are not independent from each other.

CLEARANCE LIGHTS

Seven (7) Tecniq S170 red LED clearance lights with chrome bezels shall be installed in the tailboard portion of the rear. Two (2) lights in each of the driver's and officer's outboard corners and (3) centered at the rear.

Two (2) additional Tecniq lights shall be located as high and wide as possible on the rear of the apparatus.

On the sides of the apparatus there shall be two (2) lights located in each set of rub rails on the body. One (1) forward and one (1) rearward.

Each S170 light shall have red LEDs and clear lens.

Clearance reflectors shall be placed on the apparatus to be in full compliance with applicable ICC and DOT codes and regulations.

Two (2) extension marker lights (rubber arm style) shall be installed at the rear portion of the body. The lights shall be attached to the back wall of the rear flex joint area. These lights shall aid the driver as to the location of the rear of the body during driving operations. The lights shall have forward facing amber bulbs and rearward-facing red bulbs.

CHASSIS SUPPLIED BACK UP CAMERA SYSTEM

A backup camera system shall be installed in the cab with the chassis. The camera shall be installed on the rear center upper portion of the apparatus.

DOOR OPEN AUDIBLE ALARM

An audible alarm shall be provided and connected to the door open circuitry.

UPPER ZONE A

The upper zone A warning lights shall be supplied and installed by the chassis manufacturer.

UPPER ZONE C

Two (2) Whelen L31 series Super-LED beacons shall be installed in Upper Zone C. The high profile 12v beacons shall incorporate thirty-two (32) Super-LEDs installed in sets of eight (8) on four (4) PC boards. The four (4) PC boards will be installed on a LED ballast. The beacons shall have an optic hard coated polycarbonate lens and a metalized reflector with clear optic collimators. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The four (4) conformal coated PC boards shall provide additional protection against environmental elements. The beacons shall include 28 Scan-Lock patterns including four (4) simulated rotating patterns and synchronized features. The beacons shall also contain cruise mode and low power mode. The beacon dome lenses shall be sealed to a black powder coated die- cast aluminum base with an "O" ring gasket assembly. The solid state beacon light shall be vibration resistant.

The driver's and officer's side lights shall both have red LED and clear lenses.

UPPER ZONE B/D SIDE WARNING LIGHTS

Four (4) Whelen ION Series Super-LED lights with chrome housing shall be installed, two (2) each in Upper Zone B and Upper Zone D. The wide angle warning lights shall incorporate six Super-LEDs, a clear optic hard coated polycarbonate lens, and utilize a TIR reflector for maximum output. The lights shall be compliant with NFPA KKK1822F requirements. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and liquid injection molded lens/gasket assembly shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant.

Installed in the body headers as far forward as possible above L3/R3, and as far rearward as possible above L4/R4.

The driver's and officer's side lights shall all have red LEDs and clear lenses.

LOWER ZONE WARNING LIGHT PACKAGE

Four (4) Whelen M6 Series Linear Super-LED lights with chrome flanges shall be installed in the lower zone of the apparatus to be in accordance with NFPA, current edition. compliance. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The M6 configuration shall consist of eighteen (18) clear Super-LEDs and a clear optic polycarbonate lens. The warning lights, with the aid of two screws, shall have the ability to be installed as surface mount warning lights.

The M6 shall utilize optic collimators and a metalized reflector for maximum illumination. The warning lights shall include an internal flasher with 164 Scan-Lock flash patterns including a variety of CA Title 13 compliant patterns, left/right, top/bottom, in/out, and steady burn. The lights shall also provide synchronize and low power features.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The light engine shall be installed at the rear of the unit and be vacuum tested to ensure proper sealing. The PC board shall be conformal coated for additional protection.

The lower zone warning lights shall all have red LEDs and clear lenses.

INSTALL CHASSIS SUPPLIED TA

The chassis supplied traffic directional light and controller shall be installed by the OEM.

If you have selected the dimming feature, only Whelen traffic advisors with a TACTL5 control head will be programmed to be dimmable. All other traffic advisors will be omitted.

The traffic directional light shall be mounted in a tread plate box located above the rear of the body.

FIRE RESEARCH 12V SURFACE-MOUNT SCENE LIGHTS

Two (2) Fire Research Radiant LED series, model RDC260-Q22 surface mount lights shall be installed on the apparatus. Each light shall be mounted with four (4) screws to a flat surface. They shall be 6 3/8" high by 16 1/4" wide and have a profile of less than 2-1/4" beyond the mounting surface. Wiring shall extend from a weatherproof strain relief at the rear of the lamphead.

Each light shall have twenty-four (24) white LEDs. They shall each operate at 12/24 volts DC, draw 12.5 amps and generate 22,000 lumens of light. The lens shall redirect the light along the vehicle and out onto the working area. Each lamphead housing shall be aluminum with a chrome colored bezel. The light shall have a Fire Research lifetime warranty.

The two (2) lights shall be installed on the side face of the body in the center, one (1) on each side.

The driver's side and officer's side scene light(s) shall be controlled by a switch located on the vehicle display in the chassis cab. One (1) rocker switch shall be located on the pump panel for each side of scene lights, for a total of two (2). The switch at the pump panel shall have an indicator that shall illuminate when the switch is in the "ON" position.

The activation for the driver's side scene lights on the vehicle display and the pump panel switch shall be labeled "LEFT SCENE" and the officer's side shall be labeled "RIGHT SCENE."

Switches will also activate the chassis side scene lights.

FIRE RESEARCH 12V SURFACE-MOUNT SCENE LIGHTS

Two (2) Fire Research Spectra LED series, model SPA900-Q70, surface mount lights shall be installed on the

apparatus. Each light shall be mounted with four (4) screws to a flat surface. They shall be 6 3/4" high by 9" wide and have a profile of less than 1 3/4" beyond the mounting surface. Wiring shall extend from a weatherproof strain relief at the rear of the lamphead.

Each light shall have twenty-four (24) white LEDs. They shall each operate at 12/24 volts DC, draw 6/3 amps and generate 7000 lumens of light. The lens shall redirect the light along the vehicle and out onto the working area. Each lamphead housing shall be aluminum with a chrome colored bezel. The light shall have a Fire Research lifetime warranty.

The two (2) lights shall be installed on the rear face of the body, one (1) on each side.

The rear scene light(s) shall be controlled by a switch located on the vehicle display. The light(s) shall be controlled by one (1) switch. The switch shall be labeled "REAR SCENE."

In addition to the switch located on the vehicle display, the rear scene light(s) shall be activated by the rear work light switch and when the apparatus is placed in reverse.

107 AERIAL LADDER CONSTRUCTION STANDARDS

The aerial ladder shall be a rear mount design with the ladder extending toward the front of the apparatus when stowed. The aerial ladder shall be comprised of four sections and shall extend to a nominal height of 107 feet at 72 degrees, measured in a vertical plane from the top rung to the ground. To maintain a maximum level of safety, units exceeding a 76 degree angle of inclination, in accordance with NFPA, current edition, shall not be acceptable.

OPERATIONAL ENVELOPE/REACH

The aerial ladder shall have an operations range of negative 8 degrees elevation to positive 72 degrees elevation.

A minimum horizontal reach of 101'-5" shall be measured from the turntable centerline to the outermost rung on the outermost fly section, with the aerial at full extension and at 0 degrees elevation.

STRUCTURAL MATERIAL

The primary load support members of the ladder shall be constructed of certified 100,000 PSI yield strength (minimum) steel tubing, with full traceability on all structural materials. Each section shall be trussed diagonally, vertically, and horizontally using welded steel tubing. All critical points shall be reinforced for extra rigidity and to provide a high strength to weight ratio.

All ladder rungs shall be constructed of A606 Type 4 certified steel tested per ASTM A370 standards. A606 Type 4 exhibits superior corrosion resistance over regular carbon steel as a result of the development of a protective oxide film on the surface. A606 Type 4 shall meet a minimum 6.0 Atmospheric Corrosion Factor. The ladder rungs shall be round and welded to each section utilizing "K" bracing for torsional rigidity.

All welding of structural components, including the aerial ladder sections, turntable, pedestal, and outriggers, will be in compliance with the American Welding Society standards. All welding personnel will be certified, as qualified under AWS welding codes. Materials used to manufacture the structural components are to be certified by the mill that manufactured the materials. Certifications or re-certifications of structural materials by vendors other than the mill they were manufactured at will not be acceptable. Any material testing that is performed after the mill test will be for verification only and not completed with the intent of changing the classification. Any welded structural component for the ladder will be traceable to their mill lots.

PRIMARY DIMENSIONS

The inside dimensions of the ladder shall be as follows:

- Base Section - 40.250"
- First Fly Section - 33.500"
- Second Fly Section - 27.750"
- Last Fly Section - 22.500"

The height of the handrails above the center line of the rungs shall be as follows:

- Base Section - 28.875"
- First Fly Section - 24.875"
- Second Fly Section - 21.375"
- Last Fly Section - 17.375"

NFPA SAFETY FACTOR AND RATED CAPACITIES

The methodology, definitions, testing, and criteria used by the aerial manufacturer to determine the preceding and following Safety Factor and Rated Capacity of the aerial device shall be in strict compliance with the definitions of such, in accordance with NFPA, current edition., and these specifications. Any apparatus claiming to exceed the testing requirements of NFPA, current edition shall provide certified documentation of the tests.

AERIAL DEVICE SAFETY FACTOR AND RATED CAPACITY

The purchaser desires to purchase with these specifications, an aerial device with a minimum 2.0:1 safety factor as required and in accordance with NFPA, current edition. Therefore, the aerial manufacturer shall hereby certify, by submitting a bid for these specifications; that the aerial device meets or exceeds the following requirements.

The design stress or primary stress within all structural load supporting members of the aerial device shall not exceed 50% of the minimum as welded yield strength of the material based on the combination of the dead load of the aerial plus the rated capacity of 750 lbs. at the tip of the aerial; while flowing 1500 GPM, at a 90 degree angle to ladder centerline; with the structural load supporting members of the aerial device at either; an ambient temperature of 75 degrees F or an elevated temperature of 350 degrees F- thereby exhibiting a minimum 2.0:1 safety factor in all feasible operational conditions.

These capabilities shall be valid and true when the apparatus is deployed in the unsupported configuration, while flowing 1500 GPM, based upon 360-degree rotation, from full retraction to full extension, and at any degree of elevation (-8 to +72). In order to provide a clear picture of apparatus capabilities, any manufacturer with any restrictions to any of these capabilities shall provide the lowest ratings of tip load and water flow.

AERIAL DEVICE SAFETY FACTOR SERVICE LIFE

The purchaser desires to purchase an aerial device with a safety factor that remains NFPA compliant and constant throughout the life of the aerial device. The safety factor of every structural load bearing member in the aerial device shall remain above 2.0:1 for a "Safety Factor Service Life" of up to 20 years minimum. Any apparatus claiming to exceed the guidelines of NFPA, current edition shall provide certified documentation.

AERIAL SPECIAL LABELS

Legible, permanent signs shall be installed in positions readily visible to the operator to provide operational directions, warnings, and cautions. The signs shall describe the function of each control and provide operating instructions.

Warning and caution signs shall indicate hazards inherent in the operation of the aerial device. These hazards shall include, but shall not be limited to:

Electrical hazards involved where the aerial device does not provide protection to the personnel from contact with, or near proximity to, an electrically charged conductor.

Electrical hazards involved where the aerial device does not provide protection to ground personnel who might contact the vehicle when in contact with energized electrically charged conductors.

Hazards from stabilizer motion.

Hazards that can result from failure to follow the manufacturer's operating instructions.

AERIAL DEVICE SERIAL NUMBER PLATE

A permanent label shall disclose the following information relative to the aerial device (See turntable console lid):

Model

Serial number

Shop Order Number

OTHER LABELS

Maximum hydraulic system pressure

Hydraulic oil type

All other appropriate labels to ensure safe operation of the aerial device shall be supplied in conspicuous locations.

THIRD PARTY NON-DESTRUCTIVE TESTING

Welds shall be tested using two (2) non-destructive methods by an independent third party. Devices that have not been certified by an engineer that is independent of the manufacturer shall not be acceptable. Welds shall be tested using two-(2) non-destructive methods by an independent third party inspection firm. Steel and aluminum ladders shall, at a minimum, have all welds tested using two-(2) separate NDT methods.

Aerial structures shall have 100 % of all structural welds tested using both magnetic particle method and visual testing method. Aerials that are fabricated of aluminum shall have 100% of all structural welds tested using dye penetrate method and visual method. Manufacturers who rely only on visual inspection, performed in-house or by a third party, as a primary method of testing shall not be considered, and their bid shall be rejected.

STRUCTURAL SAFETY FACTOR

The purchaser desires a device that has been tested by a third party for compliance with the 2 to 1 safety factor specified by NFPA, current edition. Devices that have not been certified by an engineer that is independent of the manufacturer shall not be acceptable.

NFPA AERIAL STABILITY FACTOR AND TESTING

A one and one-half to one (1.5:1) stability factor shall be provided. These capabilities shall be established in an unsupported configuration. Since the device is rated while flowing water, stability testing shall account for the distributed weight of water in a full waterway and water reactionary force as required by NFPA, current edition.

The following are specific descriptions of what tests are to be performed, and conditions they shall be performed under, and strictly adhered to by the aerial manufacture set forth in these specifications and the current edition of NFPA, current edition.

For both of the following tests, the only obstructions to a full 360-degree rotation with the aerial at 0 degrees elevation

and full extension; shall be presented by the apparatus itself, and not external obstructions at the manufacturer's test location. This means that the aerial device manufacturer shall ensure that the testing grounds present no obstruction (trees, buildings, etc.) to the full 360-degree rotation at 0 degrees elevation and full extension, which may cause the need to raise the aerial to clear the obstruction.

Additionally, the apparatus shall be tested for stability only after the entire apparatus is complete. Manufacturers using a third-party to manufacture the aerial device must provide certified documentation the unit was tested by the manufacturer of the aerial and the final OEM manufacturer. This requirement is specified in NFPA, current edition as the apparatus being in "service-ready condition". There shall be no exception to this requirement due to the fact that it would be unlikely that actual weight distribution could be accurately simulated for the stability testing.

TEST 1

After the above conditions have been satisfied, the aerial shall be subjected to the following test in the presence of the third party testing company that is in compliance with these specifications. Specifically, the aerial device shall be placed on level ground with the stabilizers deployed per manufacturer recommendations. The aerial device then shall have 1.5 times the rated capacity placed at the tip of the aerial, with the device at full extension and at 0 degrees elevation, which is the most stringent configuration. The device shall be rotated 360 degrees raising and lowering the aerial as needed to clear the cab of the apparatus. The aerial shall prove to be stable during the entire test and no component of the aerial shall permanently deform.

TEST 2

After the above conditions have been satisfied, the aerial shall be subjected to the following test in the presence of the third party testing company that complies with these specifications. Specifically, the aerial device shall be placed on a 5-degree downward slope with the stabilizers deployed per manufacturer's recommendations. The aerial device then shall have 1.33 times the rated capacity placed at the tip of the aerial, with the device at full extension and at 0 degrees elevation, which is the most stringent configuration. The device shall be rotated 360 degrees raising and lowering the aerial as needed to clear the cab of the apparatus. The aerial shall prove to be stable during the entire test and no component of the aerial permanently deform.

RUNG COVERS

Each rung shall be covered with secure, heavy duty, deeply serrated rubber sheathing. The rung cover shall be installed on a minimum of sixty percent (60%) of each ladder rung. Attachment of the sheathing to the rung shall be by mechanical means and an adhesive application. Under no circumstance shall the rung covers turn when a rung is at ambient temperature (75 degrees F) or at an elevated temperature (350 degrees F); there shall be no exception to this requirement for the safety of persons climbing the ladder sections.

The sheathing shall be easily replaceable if the rubber becomes worn, however, the rung covers shall be designed, constructed, and installed with lifetime service as the objective. To ensure ease of maintenance if damaged, manufacturers using embossed metal in place of the rubber rung covers are not acceptable.

To prevent corrosion of the rungs by introducing air to the inside, under no circumstances will rung covers attached with screws or rivets be acceptable.

HEAVY DUTY LADDER TRAVEL SUPPORT

A heavy duty ladder rest with poly pads shall be provided for support of the ladder in the travel position. The location of the travel support shall be directly behind the chassis cab. The travel support shall be fabricated from heavy duty steel and painted to match the primary body color. If the body is a two-tone design, the travel support shall be painted to match the top body color. The travel support shall be designed to be easily removable to allow for ease of maintenance and repair if necessary.

The base section of the ladder shall contain stainless steel scuff plates where the ladder comes into contact with the ladder support.

An indicator light shall be provided on the turntable to indicate when the ladder is aligned with the travel support and may be lowered into it. The ladder rest shall be attached to the front outrigger box assembly for added stability.

The ladder rest shall be illuminated for nighttime operation. The illumination light shall automatically activate with the aerial master switch.

CRADLE INTERLOCK SYSTEM

A cradle interlock system shall be provided to prevent the lifting of the ladder from the nested position until the operator has positioned all of the stabilizers in a load supporting configuration. An interlock switch shall be installed at the cradle to prevent operation of the stabilizers once the aerial has been elevated from the nested position.

ELEVATION SYSTEM

Two (2) double acting lift cylinders shall be utilized to provide smooth precise elevation from 8 degrees below horizontal to 72 degrees above horizontal. The lift cylinders shall have a 6" internal diameter (bore) and a 2.5" solid cylinder rod. The lift cylinders shall be equipped with integral holding valves located on the cylinder to prevent the unit from lowering should the charged lines be severed at any point within the hydraulic system.

The lowering of the ladder shall be controlled by a pressure limiting valve to limit the downward pull of the ladder when it is bedded. Both raising and lowering functions shall be influenced by flow compensation, which shall maintain ladder tip speed within the design speed regardless of load, angle, or extension. Ladder tip speed shall be decelerated above 65 degrees in order to reduce "tip-lash". Ladder lowering shall be controlled on the down motion to prevent the cylinders from completely retracting, thus allowing a cushion of oil for continuous ladder load readout.

The elevation cylinder upper and lower pivot pins shall be installed with a secondary tensioning system to secure the pins and prevent them from slipping out over time. The design shall not inhibit the pins from being removed for future servicing purposes.

EXTENSION/RETRACTION SYSTEM

A fully hydraulic powered extension and retraction system shall be provided using two (2) sets of Siamese hydraulic cylinders and cables. Each set shall be capable of operating the ladder in the event of a failure of the other. The extension cylinders shall each have a 3.5" internal diameter (bore) and a 1.5" diameter solid rod. Extension and retraction of the telescopic sections shall be internally limited within the cylinders, eliminating excess strain on the cables, sheaves, and ladder structure. Each of the cylinder, cable, and sheave assemblies shall be completely independent of the other, to provide a safety factor wherein a failure of one assembly will not affect the function and operation of the other. The extension cylinders shall be equipped with counterbalance holding valves to synchronize the cylinders for smoother operation and prevent the unit from retracting should the charged lines be severed at any point within the hydraulic system. The holding valves shall be mounted directly on the cylinders with no hoses between the valve and the cylinder.

The reeling of the cable shall be such to provide synchronized, simultaneous movement of all sections from full extension to full retraction. All pulleys and sheaves shall be enclosed as an added safety feature as well as to prevent personnel on the ladder from becoming entangled in them.

MAINTENANCE FREE SHEAVE BEARINGS

The aerial sheave bearings shall be made with continuous wound PTFE and high-strength fibers encapsulated in a lubricated, high-temperature epoxy resin. This material shall be corrosion-resistant, have a high load capacity, and be self-lubricating.

It shall also be resistant to shocks, misalignment, and wear. The bearings shall not require lubrication. Aerial cable systems that require extensive maintenance, and constant lubrication, are not acceptable.

AERIAL CABLES

To ensure a maximum level of safety the following standards shall be used on the extension and retraction cable system with no exception:

- Cables shall have a 5:1 safety factor based on ultimate strength under all safe operating conditions.
- The factor of safety shall remain above 2:1 during any extension or retraction system stall
- The minimum ratio of the diameter of cable to the diameter of sheave shall be 1:12

All cables shall be pre-stressed, proof-loaded, and certified by the cable manufacturer to minimize changes to the cable lengths and performance.

CERTIFIED CABLE SWAGED SHACKLES

All swaged shackle ends shall have a certification test from the manufacturer of the assembly.

ENERGY CHAIN

The electrical cable, hydraulic hose and/or air hose shall be routed through the interior of the structural tubing of the ladder sections as well as utilizing energy chain. The energy chain shall be routed through the inside section of the vertical side walls of the aerial ladder device. The cable and/or hose routing shall use one or both bottom cord rectangular tube(s) on the base section of the ladder and the bottom cord rectangular tube(s) on the last ladder fly section. The ladder sections between the base and last fly shall utilize the energy chain in order to route all electrical cables and hose lines.

Each model of energy chain used shall be adequately sized to fit the application.

Rollers, which are located in the lower portion of the ladder section(s), shall be constructed of a nylon plastic material that is specifically designed for these types of applications. Spacer pads, made from the same material as the rollers, shall be installed and evenly spaced in order to secure the Igus energy chain within the specifically designed carrier shield(s).

The electrical cables used to transfer power up to the ladder tip shall be energy chain flex cables. These cables are specially designed and custom fit for each aerial apparatus.

the energy chain is virtually wear-free and offers extremely quiet operation. The energy chain is very well suited to resist the harsh environmental conditions by being able to withstand extreme temperatures and is also UV resistant.

WEAR PADS/BEARING SURFACES

Nylon wear pads impregnated with molybdenum disulfide and high in molecular weight shall be used between the telescoping sections for maximum weight distribution, strength, and smoothness of operation. This impregnation shall provide a lubricating function.

Stainless steel adjustment screws shall be provided on the wear pads to permit proper side tension. Plates shall be installed on the sides of the slide pads where adjustment screws come into contact with them. No exceptions shall be allowed to this requirement to prohibit the adjustment screws from embedding themselves into the pads, which may cause the pad to crack and fail.

To prevent additional maintenance and pressure points from the limited surface area, roller systems in place of wear pads will not be considered acceptable.

ROTATION BEARING

A 44-inch diameter external tooth, swing circle bearing shall be used for the rotation system. The bearing shall provide 360-degree continuous rotation. The bearing shall be designed specifically for the aerial device in lieu of the aerial device being designed to accommodate a particular bearing.

The bearing shall be bolted to the turntable and to the base support structure with SAE grade 8 bolts. Welding on the bearing in any manner shall not be acceptable.

The turntable base and the torque box bearing plate surfaces that contact the bearing shall be machined to prevent loading the bearing when the attaching bolts are brought to full torque. Machining of the surfaces shall be done after all welding to assure no further distortion of the material.

Shims shall not be acceptable as they reduce the surface contact area significantly thereby causing a concentration of forces at the shims.

BOLT TORQUING FROM TOP SIDE

All rotation bearing bolts shall be torqued from the top side of the turntable without the bolt or nut being held under the turntable by a person. Units requiring removal of equipment to access the torque bolts shall be considered unacceptable.

This design shall prevent the bolt from "spinning" while torque is being applied to the fastener. Application of Loctite or a similar compound alone, without any other means provided to hold the fastener shall not be acceptable. Additionally, this design feature shall not incorporate drilling, bending, welding on, or in any way modifying the structural fastener, nut, or washers.

ROTATION GEAR REDUCTION BOX

A hydraulically driven planetary gearbox with a drive speed reducer shall be used to provide infinite and minute rotation control throughout the entire rotational travel. The rotation gear reduction box shall be installed on the top side of the turntable so that it is easily accessible, yet it shall be installed so that it does not provide an obstruction or tripping hazard to persons on the turntable. Specifically, it shall be installed toward the front of the turntable, under the aerial ladder base section. Under no circumstance shall the gear box present any interference with the aerial device, even at low elevations.

Due to the additional maintenance required to keep two (2) rotation motors functioning properly without binding, units requiring more than one (1) rotation motor are not considered acceptable.

A spring applied, hydraulically released disc type swing brake shall be furnished to provide positive braking of the turntable assembly.

Provisions shall be made for manual operation of the rotation system should complete loss of hydraulic power occur. These provisions shall include a manual rotation drive tool supplied with the apparatus.

The hydraulic system shall be equipped with pressure relief valves, which shall limit the rotational torque to a nondestructive power. All moving parts of the rotation gear reduction box shall be enclosed or under the turntable decking eliminating safety hazards.

ROTATION INTERLOCK SYSTEM

The aerial device shall be equipped with a rotation interlock system to prevent the ladder from being rotated to any side where the stabilizers are not sufficiently extended to provide for the full tip load rating.

The system shall monitor the stabilizers for extension. When a stabilizer is not sufficiently extended (short-jacked) to provide full tip load rating, the system shall prevent the aerial from being rotated more than 12 degrees past the front or rear center line into the short-jacked side of the apparatus.

A slowdown feature shall be built into the rotation interlock system. When the aerial is operating in a short-jacked mode, the rotational speed shall be automatically reduced, by approximately 50%, when the aerial is rotated to within approximately 10 degrees of the front or rear center line of the apparatus. The rotational speed shall remain reduced throughout an arc of approximately 20-degrees over the front or rear of the apparatus, regardless of the direction of the rotation movement.

The rotation function shall automatically stop when the aerial approaches the front or rear corner area of the short-jacked side of the apparatus.

The rotation interlock system shall allow for normal operation on the side of the apparatus where the stabilizers are sufficiently extended for full tip load rating.

An override system, activated by pull knobs within the main turntable control pedestal, shall be provided that allows the operator to rotate the aerial into the non-recommended (short-jacked) side of the apparatus, should the situation absolutely demand it.

To ensure the maximum amount of safety, units allowing aerial rotation to the short-jacked side of the apparatus or systems which only include a visual and audio warning without automatically stopping rotation shall not be acceptable.

AERIAL STOW OPERATION INTERLOCK SYSTEM

A safety feature shall be included in the aerial operational system that limits the possibility of damage to the apparatus when stowing the aerial.

When a rear mounted aerial is positioned over the cab area of the apparatus, the interlock system shall not allow the downward movement of the aerial below a preset angle of elevation, unless the aerial is rotated into the bed-zone envelope. The bed-zone shall be approximately 2 degrees of rotation to the left and right side of the center of the aerial bed support. Once this bed-zone envelope is attained, downward movement of the aerial shall be allowed for proper positioning into the bed support.

An indicator light shall be located at the turntable control station to inform the aerial operator when the bed-zone envelope is attained.

COLLISION PROTECTION INTERLOCK

The apparatus shall be equipped with a cab collision protection interlock. This interlock shall be enabled while rotating the aerial device at elevations as low as, or lower than the cab of the apparatus.

Should the operator accidentally rotate the aerial device toward the cab at an elevation low enough to cause a collision with the cab, the interlock shall automatically stop rotation of the aerial at a point that is within a few degrees of the cab.

A manual override shall be provided to override the interlock system.

APPARATUS BODY DAMAGE CONTROL INTERLOCK SYSTEM

A safety feature shall be included in the aerial operational system that minimizes the possibility of damage to the apparatus body at all angles for all standard (non-override) operational modes.

The system shall automatically stop the downward movement of the aerial at a preset angle of elevation unless the

aerial has been rotated at least 80-degrees, left or right, from the center of the ladder support. Once this rotation point is reached, full range downward movement (to -8 degrees) shall be allowed.

The aerial manufacturer shall determine and set the angle of elevation where downward aerial movement is stopped. The highest point of an apparatus, in relation to the distance from the turntable, shall be used to determine the pre-set elevation angle stopping point.

The system shall also minimize the possibility of accidental damage to the apparatus body from aerial rotation whenever the aerial elevation is below the preset elevation angle stopping point.

Rotational speed shall be reduced by approximately 50% when the aerial is rotated within a minimum of 10 degrees of a body avoidance stopping point. Aerial rotation shall automatically stop before the aerial contacts the body of the apparatus.

The body damage interlock system shall have no effect on aerial operation when the aerial is raised above the preset downward movement stopping point.

The body damage interlock system shall not eliminate the possibility of damage to components such as telescopic lights that are in a raised position.

A manual override shall be provided that will override the interlock system.

POWER TAKE-OFF

The apparatus shall be equipped with a power take-off (PTO) driven by the chassis transmission and actuated by an electric shift, located inside the cab. The PTO, which drives the hydraulic pump, shall meet all the requirements for the aerial unit operations.

"THRU-DRIVE" HYDRAULIC PUMP

The hydraulic system shall be supplied by a pressure compensated, load sensing, variable gallonage type pump. The pump shall provide adequate fluid volume to allow all ladder functions to operate simultaneously, without noticeable loss of speed. The pump shall supply oil only when the ladder is in motion, thereby preventing overheating of the hydraulic oil.

The pump shall be a "thru-drive" design. This design shall be provided for applications that require a power source for additional hydraulically operated accessories or tools.

An interlock shall be provided that allows operation of the aerial device PTO shift only after the chassis spring brake has been applied and the chassis transmission has either been placed in the neutral position or the drive position if the driveline has been disengaged from the rear axle.

HYDRAULIC SYSTEM

The tubing and hoses used in the hydraulic system shall have a high-pressure rating, with the tubing having a minimum burst pressure of 9,600 to 17,400 PSI and the hoses being a minimum of 8,000 to 13,000.

The hydraulic oil tank shall have an approximate capacity of 50 gallons. A dipstick shall be provided to check the oil level. The oil fill shall be furnished with a cap that shall act as a ventilator to provide clean fresh air into the oil tank and a 40-micron filter to provide positive protection from contaminates. A magnetic drain plug shall be provided in a low point of the oil tank. An easily accessible 3-micron replaceable oil filter shall be installed on the hydraulic oil tank. The hydraulic oil tank shall be furnished with two pick-up tubes, one tube for normal operation and the other for emergency operation. The emergency pick-up tube shall extend further down into the oil tank to provide for reserve oil in case a hydraulic line is broken.

The hydraulic system shall be protected from possible hydraulic pump malfunctions by a relief valve, which shall route the excess oil into the oil tank when the pressure in the hydraulic system exceeds 3,500 PSI. The hydraulic control valves shall also be protected by being plumbed to a pressure relief valve to protect them from high pressure.

The hydraulic system shall be designed in such a way that all non-sealing moving components whose failure could result in motion of the aerial device shall have a minimum bursting strength of four times the maximum operating pressure to which the component is subjected. The hydraulic system shall have adequate cooling for continuous operation of not less than 2-1/2 hours.

HYDRAULIC PRESSURE GAUGE

A 2-1/2" Innovative Controls 5,000 PSI, pressure gauge model IC-3010339-21933E-OTP, shall be located at the ground level control station to monitor the hydraulic system pressure. The gauge shall be liquid filled to prevent gauge shock when the hydraulic system is energized. The liquid shall not be vulnerable to freezing in subzero temperatures.

3 MICRON HIGH-PRESSURE FILTER

A 3-micron filter shall be installed in the output line of the hydraulic system, after the hydraulic pump.

EMERGENCY PUMP

The apparatus shall be equipped with one (1) emergency hydraulic pump electrically driven from the chassis battery system. The emergency pump shall be capable of providing adequate ladder functions to stow the aerial and stabilizers in the case of main hydraulic pump failure.

Two (2) control switches for this emergency pump shall be provided. One switch shall be installed at the turntable control console and the stabilizer control station. The switches shall be labeled EPU.

The switch at the stabilizer control station shall be a lighted momentary switch. The switch at the turntable control pedestal shall be a lighted switch on the switch pad.

HYDRAULIC SWIVEL

The aerial ladder shall be equipped with a swivel at the turntable. The swivel shall connect the hydraulic lines from the hydraulic pump and reservoir to the aerial control bank at the turntable, above the point of rotation.

The swivel shall connect all the electrical circuits through the rotation point. A minimum of thirty-two (32) collector rings shall be provided. All collector rings shall be enclosed and protected with desiccant plugs to protect against condensation and corrosion. Due to the possibility of paint contamination and dirt attraction, units requiring oil or silicone to protect the collector rings shall not be acceptable.

The swivel shall allow for 360 degrees of continuous rotation of the aerial device with no loss of speed or capacity in functions.

ANGLE INDICATOR

A liquid filled angle indicator shall be mounted on the base section of the aerial ladder. The indicator shall give accurate elevation in degrees from -20 to +80 degrees in relation to level. The liquid shall be of proper viscosity and composition to remain in liquid form even when exposed to below zero temperatures. Reading of the indicator shall be accomplished by observing the position of a suspended ball in relation to the degrees of elevation as marked on the indicator housing. The indicator shall be backlit for visibility in low light conditions.

EXTENSION INDICATORS

Numerals shall be applied to the inside of the handrail of the base section opposite the turntable control console. The numerals shall be at appropriate intervals indicating total aerial extension in 5-foot increments. A band on the first fly section shall align with these marks at the appropriate extension distance. The extension indicator color shall provide a high contrast with the color of the ladder section to which it is applied. This shall make the length of aerial extension easily readable by the operator by merely glancing at the indicators. Numerals indicating the length of extension shall be placed adjacent to indicating bands.

MANUAL ROTATION DRIVE TOOL

As required by NFPA, current edition, one (1) manual rotation drive tool shall be provided as a means to rotate the turntable in the unlikely event of power loss. This drive tool shall be provided as standard equipment.

TORQUE BOX

A "torsion box" subframe shall be installed on the chassis frame rails, integral with the stabilizers. The torque box shall be constructed of steel plate. The steel plates shall have a minimum yield strength of 36,000 psi and ultimate tensile strength of 58,000 - 80,000 psi. The torque box subframe assembly shall be capable of withstanding all torsional and horizontal loads when the apparatus is supported by the stabilizers. The torque box shall be bolted in place to the chassis frame rails.

The torque box shall have a section modulus of 516.9 cubic inch and a resistance to bending moment of 18,611,273 inch pounds.

The aerial torque box shall be painted with High Solids polyurethane paint. The color shall be black.

To prevent unnecessary stress on the chassis, apparatus that use the chassis frame in place of a true torque box shall not be acceptable.

The torque Box will be adequately lit for night time operations.

FRONT AND REAR STABILIZERS

Two (2) sets of stabilizers shall be installed for stability. Both sets shall be an extending box beam "H" style. Each set of stabilizers shall support full, certified aerial capabilities at a 16' spread, measured from the outermost edge of the stabilizers on each side of the apparatus. For additional stability, the stabilizers on each side of the apparatus shall have the capability of extending one (1) extra foot to a maximum spread of 18'. In order to get the true stabilizer spread, apparatus using measurements other than from each outside edge of the stabilizers shall not be considered acceptable.

The front stabilizers shall be located directly behind the chassis cab rear wall for maximum setup ability with minimal cab deflection. The stabilizers shall be an integral part of the torque box. A heavy-duty undersling assembly shall attach the front stabilizers to the front portion of the torque box. The overlap of the undersling and the torque box shall be a minimum of 24". The bottom side of the tubes shall contain a truss assembly that shall maximize the torsional strength of the undersling assembly.

The front stabilizers and torque box shall be attached to the truck frame in six (6) separate locations, three (3) on each side of the apparatus. The mounting plates shall be located directly under the front stabilizers, under the front torque box area and at the rear stabilizer area.

The rear stabilizers shall be located directly behind the chassis rear wheels. The stabilizers shall be an integral part of the torque box.

The stabilizers shall be of the double box tube design with jack cylinders that have a 5" internal diameter (bore) and a 2.5" diameter solid cylinder rod. The jack cylinders shall be equipped with integral holding valves, which shall hold the cylinders either in the stowed or the working position, should a charged line be severed at any point within the hydraulic system.

The steel used to build the stabilizer system shall have a minimum yield strength of 36,000 psi and ultimate tensile strength of 58,000 - 80,000 psi.

Vertical jack cylinder rods shall be fully enclosed by a telescoping inner box to protect the cylinder rods, seal glands and pistons against damage from nicks, abrasion, and chrome damage. All vertical stabilizer cylinders shall be removable from the top of the box tube. The inner double box system shall be further designed to stabilize the column load imparted upon the cylinder rod, thereby also protecting against damage which may occur from lateral loading possibly caused by side slopes, shifting or sliding of the apparatus on icy or unstable surfaces, sudden sinking of one or more jack pads, or on scene collision while the aerial device is deployed. Vertical stabilizers that require cylinders to be removed from the bottom, or have the vertical stabilizer cylinders exposed, shall not be acceptable.

The stabilizers shall be connected to the hazard light circuit to warn the driver if they are not stowed when the parking brake is released.

Each extending style stabilizer shall have a polished stainless steel stabilizer cover. The cover shall be adjustable to allow for a proper fit.

The stabilizers shall contain safety lock valves and require no mechanical stabilizer pin locks, pin storage holders, or pin holes machined in the stabilizer extending beams.

STABILIZER STROKE

The stroke of the stabilizers shall be a minimum of 25". The stabilizer pad shall be maintained at a stored height of approximately 12" to 15" (dependent on required ground clearance and angle of departure) resulting in a minimum ground penetration of 10" or greater.

STABILIZER FINISH

The extending front/rear stabilizer beams, inner jack tubes, and stabilizer pads shall be shot blasted to remove any mill scale or contamination. The individual components shall then be hot dip galvanized. The galvanizing process shall require that the entire assembly is completely submerged. Following the galvanizing process, the surface shall be ground smooth to remove dross. This preparation shall provide maximum protection for these critical components. No exceptions shall be allowed to this requirement due to stabilizers exposure to salt spray and road debris.

The outer tubes shall be finished with a water-based, high quality, single component acrylic primer. The primer color shall be black.

STABILIZER EXTENSION SYSTEM

Extension of the front and rear horizontal beams shall be activated by dual extension cylinders, which shall each have a 2" internal diameter (bore) and a 1.25" diameter cylinder rod. The extension cylinders shall be totally enclosed within the extension beams to prevent damage to the rod and hoses. The extension beams shall be 6.00" x 8.00" x .375" wall steel tubing with a .62" steel plate welded to the top and bottom of each beam.

WEAR PADS/BEARING SURFACES

Nylon wear pads impregnated with molybdenum disulfide and high in molecular weight shall be used between the stabilizer housing assembly and the extension tube for maximum smoothness of operation.

Two (2) Nylatron wear pads shall be installed in each stabilizer extension system. There shall be one wear pad located on the top back portion of the extension tube assembly that shall glide on the inner wall of the top housing tube wall. There shall be an additional pad located on the inner wall of the bottom housing tube wall that shall separate the bottom side of the extension tube and the bottom wall of the housing tube. The pads shall be installed in such a manner as to reduce friction for ease of operation and to reduce the amount of metal to metal contact.

Each stabilizer down jack housing tube shall contain four wear pads, one (1) on each side of the tubes.

STABILIZER ANGLE LEVEL GAUGES

One (1) manual angle level gauge shall be located on the rear of the apparatus. The gauge shall have a sight bubble that will measure the side-to-side angle of the apparatus in 2 degree increments.

One (1) manual angle level gauge shall be located on the side of the apparatus, near the rear. The gauge shall have a sight bubble that will measure the fore-to-aft angle of the apparatus in 2 degree increments.

ELECTRIC / HYDRAULIC STABILIZER CONTROLS

The stabilizer controls shall be located at the rear of the apparatus. Two (2) stations shall be installed, one (1) on each side at the rear, arranged so that the operator has full visibility of the stabilizer being positioned. All stabilizer control functions shall be of the electric paddle joystick style. The make and model of the joysticks shall be P-Q controls, model M105. The controls shall be designed to allow stabilizers to be operated independently so that the vehicle may be set up in a restricted area or uneven terrain.

An electrically actuated diverter valve shall be provided in conjunction with the stabilizer controls as a safety device. The diverter valve shall allow the hydraulic fluid to flow either to the stabilizer circuit or the turntable and ladder circuit.

A stabilizer deployment warning alarm, activated by stabilizer mode, shall be provided at each stabilizer to warn personnel. The warning alarm shall deactivate only when all stabilizers are in the load supporting configuration, or when the diverter switch is no longer in the stabilizer mode.

The stabilizer controls shall each be accessible through a painted stainless steel door.

GROUND CONTROL STATION

A control station shall be located at the rear of the apparatus in an easily accessible area. The control panel shall be illuminated for nighttime operation. The following items shall be furnished at the control console, clearly identified and located for ease of operation and viewing:

- Individual stabilizer down indicator lights
- Aerial PTO engaged indicator light
- High idle switch with indicator light
- Emergency hydraulic pump control with indicator light
- Stabilizer/Aerial diverter control with indicator light
- Side to side leveling bubble

A weather proof compartment shall be furnished behind the control panel and shall contain the aerial circuit breakers, interlock components and control circuit distribution terminals. The control station shall be accessible through a painted stainless steel door.

The stabilizer controls and ground control station surfaces shall be fabricated from 3mm thick solid core aluminum composite panel with double-sided painted aluminum outer surfaces bonded to a solid polyethylene core. They shall include an Innovative Controls graphic overlay design and supply a second- surface printed UV and scratch-resistant polycarbonate graphic overlay backed with UL 969-compliant outdoor adhesive.

AUXILIARY STABILIZER PADS

An auxiliary pad for additional load distribution on soft surfaces shall be supplied for each stabilizer. The pads shall be constructed of ultra-high molecular weight composite material that is a minimum of 1" thick with a minimum surface area of 576 square inches. The auxiliary pads shall be stored in locations that are readily accessible.

STABILIZER COVER WARNING LIGHTS

One (1) Whelen M6 Series Super-LED flashing light shall be installed on each extending stabilizer cover panel, for a total of four (4). These lights shall be red in color with a clear lens and activated by the aerial master switch and emergency master switch.

The light bezels shall match the color of the lower zone light bezels.

STABILIZER ARM WARNING LIGHTS

Eight (8) Whelen 5G Series Super-LED red flashing lights shall be mounted on the stabilizer beams. Each stabilizer beam shall include two (2) lights, one (1) facing forward and one (1) facing rearward. The lights shall be mounted inboard of vertical jack tubes. The warning lights shall be activated by the aerial master switch.

STABILIZER WORK LIGHTS

Four (4) Tecniq T44, 4" round LED lights shall be provided, one (1) at each stabilizer location to illuminate the surrounding area. The lights shall be located under the stabilizer beams and activated by the aerial master switch.

TURNTABLE

The turntable shall be designed in such a manner as to allow a generous working area, regardless of the position of the aerial, including when positioned at maximum elevation. The turntable shall also be designed to allow for the most efficient use of space on the apparatus body.

The turntable shall be a minimum of 95" side to side and 95" forward to aft.

It shall be covered with Tread-Grip Safe-Deck pattern decking to allow the walking surface to shed liquids with unparalleled ease and comply with NFPA intent, to provide secure footing for the operator in all weather conditions.

A downward lip shall "skirt" the turntable decking around the entire circumference to provide protection from hazards.

All hoses and electrical lines shall be routed under removable covers in order to prevent a tripping hazard. The covers shall also be designed to prevent damage from occurring to these components. Likewise, the center of the turntable shall have a removable step cover to prevent tripping hazards as well as provide an easier transition to the first rung of the aerial ladder.

To prevent unnecessary added weight to the apparatus, the turntable shall not be built entirely from solid materials.

AERIAL PIVOT PINS

The aerial device pivot pins shall be located on the turntable and shall attach the aerial device base section to the turntable. To maintain a suitable safety factor, the pivot pins shall be composed of certified structural steel, thereby ensuring structural integrity.

In the interest of safety, the pivot pins shall be located as low as possible and shall be at the aerial device base rails. This shall keep the pivot points away from the areas where persons regressing to and from the aerial base section, might place their hand(s).

Aerial pivot pins shall be installed with a means to keep the pins in place. The design shall not inhibit the pins from being removed by a qualified mechanic.

TURNTABLE HANDRAILS

Three (3) handrails shall be of one piece construction and provide large sweep corners at the edge of the turntable. Each shall be 42" high and shall be constructed of knurled stainless steel. The handrails shall be installed around the rear 180 degree perimeter of the turntable for operator and personnel safety. Each individual handrail shall be secured to the turntable by the use of two (2) minimum 5/8" anchor bolts on the underside of the turntable. Additionally, chrome plated stanchions with rubber gaskets shall be provided on the top surface of the turntable where each railing meets the decking surface.

There will be two (2) openings in the handrails for access from the turntable access ladders.

TURNTABLE RESTRAINTS

Two (2) FRC ManSaver Bars, without covers, shall be installed in the spaces between the handrails. They shall be permanently attached at one end.

TURNTABLE WORK LIGHTING

The turntable shall be lighted for nighttime operation with two (2) 9" On Scene, which shall be automatically activated by the aerial master switch (day or night). The work lights shall be positioned so the light is directed toward the decking. The lights shall have cast aluminum housings to keep light from glaring upward into the operator's eyes.

An additional Truck-Lite LED light shall be recess mounted in the front access door of the control stand.

AERIAL HOUR METER

An hour meter shall be installed at the turntable control station connected to the system engagement control for the aerial. The meter shall register the total hours of aerial use for scheduling periodic maintenance.

Hour meters that are not connected to the aerial system engagement are not considered acceptable in order to capture true aerial operational hours.

TURNTABLE CONTROL CONSOLE

The turntable control console shall be located on the turntable, on the driver's side of the apparatus. The console shall be constructed of smooth aluminum and coated with non-metallic paint. There shall be an illuminated by an On-Scene LED light with mounting clips for night time operation and have a hinged weather cover. A pressurized gas filled cylinder shall be furnished on the cover to hold it in the open position. The gas filled cylinder shall assist in closing the cover automatically when it is positioned over the center. The console surface shall be angled toward the operator so controls may be viewed and operated ergonomically. Rubber bumpers shall be provided so that when the control console lid is closed, the lid and the control panel will be protected from each other (no metal to metal contact).

Three (3) handles for the ladder hydraulic functions (elevation, rotation, and extension) shall be installed at the control console. The controls shall be manual for safety and durability reasons. The function of each control lever shall be cast into the plate under the appropriate lever. The controls shall be capable of being operated independently or simultaneously with a gloved hand. The speed of movement caused by moving any control shall be minimally affected when multiple controls are activated.

The control console surface shall be fabricated from aluminum and shall include a graphic overlay. The overlay shall be Innovative Controls design and supply a second surface-printed UV and scratch-resistant polycarbonate graphic overlay backed with UL 969-compliant outdoor adhesive.

The control stand box and the lid shall be painted aluminum. A hinged door shall be provided on the front of the control console with a pop latch. This door shall allow access to the inner components for inspection purposes. A recessed work light shall be provided in the access door. There shall be a hinged access door provided on the outboard side of the control panel. The door shall be provided with a spring loaded, slotted head latch. The opening shall allow access to the electrical components for service purposes.

The following items shall be furnished at the console, clearly identified and located for ease of operation and viewing:

- Elevation, Extension and Rotation Controls
- Lighted Push/Pull Button to Deactivate Hydraulic and Electrical System
- Panel Light Mounted in Cover
- Ladder Overload Warning Horn
- Monitor Function Controls
- Intercom with Controls
- Operators Load Chart
- Warning Signs

To minimize the chance of failed components, turntable consoles requiring a fan to cool interior components shall not be considered acceptable.

AL-11 AERIAL INFORMATION SYSTEM

Aerial Logic Display

The aerial shall be equipped with a 7" color transmissive TFT LCD display located at the turntable control console. The display shall be viewable in direct sunlight, with a resolution of WVGA, 800 x 480 pixels, 16-bit color and an aspect ratio of 16:9.

The display shall feature LED backlighting, 1000 nit typical brightness (40,000 h lifetime). The display shall include an internal microprocessor Freescale IMX. 375 32bit, 532 MHz utilizing a QNX operating system. The display shall have a minimum 2 GB RAM flash memory and 128 Mbytes SDRAM. The display shall support J1939 and NMEA 2000 protocols.

For protection against extreme environmental conditions, connections shall utilize 2 Ampseal 23 pin connectors AMP770680-1 and AMP770680-4. User inputs shall be accomplished utilizing 14 tactile buttons located directly on the display. The display shall be capable of operating -40º C to +85º C and a minimum IP67 rating front and back. For maximum protection, the display case shall be constructed of Polycarbonate capable of random vibration, 7.86 Grms (5.2000 Hz), 3 axis and a shock of +/- 50G in 3 axis.

The display will gather ladder positional data from an array of sensors. This data will not only be displayed for the device operator, but the rotation and elevation sensors will also be used to protect the body, cab, and installed components from collision damage caused by the aerial device.

Soft Keys

Columns of vertical keys shall be located to the left and/or right of the display. The soft keys correspond to the soft key commands and allow selections with a gloved hand. Icons shall be displayed on the screen adjacent to the soft key and will change according to the options available for the screen being displayed.

Screens

The display shall provide the operator with critical aerial information and switching of aerial electrical components in an easy to read format as follows:

- Extension Retraction Percentage Digital readout shown 0% - 100%
- Ladder Angle -15 to 90 Degrees (Operational range of Aerial -8 to +72 Degrees)
- Rotation Position 0 - 360 Degrees
- Ladder Load Percentage - Display live loads acting on the aerial structure shown as 0 - 100%
- Breathing Air 0-6000 Psi (This is available only if optional breathing air has been specified)
- Bed Zone Alignment Light When the aerial is aligned and within the bed zone the indicator shall change to a bright color to indicate it is safe to bed the aerial.
- Rung alignment light When the aerial rungs of each section are aligned the indicator shall change to a bright color to indicate the rungs are aligned to provide safer climbing of the aerial.

Soft keys located on each side of the display shall be programmed to allow the operator to quickly change screens to view the following:

- Positional Waterway Label shall read "Water Tower" or "Rescue", depressing this soft key shall allow the user to select what section the waterway will be positioned. When "Water Tower" is displayed the waterway shall be secured to the uppermost fly section of the aerial. When "Rescue" is displayed, the waterway shall be secured to the next lower section. (This is available only if optional positional waterway has been specified)
- Creeper Control Enable Label shall read "Creep Master". Pressing this momentary soft key switch allows creeper controls to be used at the tip of the aerial ladder. When the soft key is pressed the indicator shall change to a bright color to indicate the creeper controls at the tip have been activated. (This option available only if optional creeper controls have been specified)
- High Idle Label shall read "High Idle". Pressing this soft key shall increase engine RPM to the chassis pre-set high idle, pressing the button again shall return engine RPM to the chassis pre-set idle. The indicator shall change to a bright color to indicate the high idle has been activated.
- Retraction Override - Label shall read "Retract Enable". Pressing this soft key shall allow the aerial ladder to fully retract when in the overlap zone. Once the operator has verified that it is safe to retract the aerial and presses the soft key, the label shall change to a bright color to indicate the aerial can be fully retracted.
- Emergency Power Unit - Label shall read "EPU". Pressing this soft key shall activate the electric over hydraulic emergency power unit.

Engine Information Screen An icon depicting an engine shall be displayed next to the soft key. Pressing this button shall allow the operator to switch to the screen displaying chassis engine information.

Day/Night Display Mode - An icon depicting the sun or the moon shall be displayed next to the soft key, pressing this button shall switch the display to from a bright format for daytime use or a subdued format for nighttime use to maintain greater vision of the operator.

Lighting /Customer Information Screen - An icon depicting a light bulb shall be displayed next to the soft key, pressing this button shall switch the screen from its current screen to the screen to control lighting on the aerial.

The following information shall be displayed on the aerial logic display:

- Customer name
- Production number
- Aerial device type
- Aerial device model number
- Aerial device serial number
- Rated vertical height
- Rated horizontal reach
- Rated capacity
- Contact information for the fire apparatus manufacturer. Information shall include name, address, phone number and website

Chassis Engine Information Screen

- Engine coolant temperature
- Oil pressure
- Transmission temperature
- Fuel level
- Battery voltage
- Engine RPM
- Engine Warnings To include: Check Engine, Stop Engine, DPF Regeneration Required, Regeneration Status and High Exhaust Temperature

SYSTEM LOCK CONTROL

A push/pull systems engagement control shall be installed at the turntable control console. The control shall energize the hydraulic system for the ladder function and provide the flow of hydraulic fluid to the master valve bank. An automatic throttle switch shall be attached to the systems engagement control that advances the engine speed to a preset RPM when the engagement control is in the "RUN" position. In the "LOCK" position, the engine speed shall return to the normal idle RPM and the hydraulic system be de-energized.

RETRACTION OVERRIDE SYSTEM

An integral part of the extension/retraction system shall be a safety system to prevent injury to personnel on the end of the fly section while the ladder is being retracted. This system shall be designed in such a manner to prevent retraction of the aerial device when the folding steps at the end of the fly section are in overlap with the rungs of another section.

When the steps are in an overlap condition, retraction shall only be accomplished by an operator at the primary control station pressing and holding a momentary switch at the turntable control console while the retraction control is operated.

A retraction override switch shall be programmed into the AL-11 system at the turntable console position.

LOAD SENSING AL-11 SYSTEM

Indication for the load sensing system shall be programmed into the AL-11 system at the turntable control console.

AIR HORN ACTIVATION

An air horn button shall be provided on the aerial turntable console. The button shall be red in color and include a label reading "AIR HORN".

AERIAL LADDER LOAD CHART

A load chart shall be installed at the turntable control console of the aerial ladder. The load chart shall illustrate the full operating range of the ladder, with the waterway dry or flowing water.

AERIAL COMMUNICATION SYSTEM

A Fire Research Always Clear Talking (ACT) Intercom, model ICA910-112, two-way system shall be provided between the aerial tip and the turntable control console. The intercom kit shall include two control modules, one at the aerial tip that is hands-free and one at the turntable control console that has a push-to-talk button, two speakers, and cables. The interconnection between control modules shall require two wires. The control modules shall have a LED volume display and push-button volume control. The hands-free module shall constantly transmit to the other module unless the push-to-talk button is pressed.

The intercom shall be designed for exterior use. The control module shall be no more than 2 7/8" high by 5 1/8" wide by 1 7/8". The speaker shall be no more than 5 1/8" high by 5 1/8" wide by 1 1/2" deep. The power requirements for each control module with a speaker shall not exceed 1/2 amp at 12 VDC.

TRACKING LIGHTS

Two (2) Fire Research SoBrite LED compact ultra bright lights shall be installed low ahead of the cradle, on the base section of the ladder, one (1) on each side. Each lamphead shall have three mounting holes to mount the light directly to a horizontal or vertical surface. Wiring shall extend from the rear of the lampheads.

Each lamphead shall have 22 ultra-bright white LEDs to provide a spot light beam pattern. They shall each operate at 12/24 volts DC, draw 5/2.5 amps, and generate 7,000 lumens of light. The lampheads shall have a unique lens that focuses the spotlight beam into the distance. Each lamphead shall weight less than 2-1/2 pounds and be powder coated. The LED scene lights shall be for fire service use. The light shall have a Fire Research lifetime warranty.

The tracking lights shall be controlled through the AL-11 system.

EGRESS

A shorter than standard length, removable, bolt on egress shall be installed on the tip of the fly section. Only certified structural fasteners shall be utilized to attach the egress to the tip of the fly section. Additionally, the fasteners shall be stainless steel. This design shall allow for easy replacement should the egress become damaged during rescue operations. This shall prevent the department from experiencing serious downtime, as is common with welded on egresses. For this reason, a design that allows the egress to be welded to the fly section shall not be acceptable.

When the ladder is at 0 degrees elevation, the rungs on the egress shall be on a plane of -11 degrees. This shall provide a smoother transition onto the ladder from the tip when it is at a high angle elevation.

The egress shall have handrails that match the fly section handrails for an unnoticeable transition between the two. The egress handrails shall have a radius design at the tip to eliminate corner joints, increase strength, and provide a professional appearance.

The rungs on the egress shall be held to the same design load criteria as the rungs of the aerial ladder sections. Specifically, each egress rung shall be able to support a design load of 500 lbs. minimum, distributed across the rung, as specified in NFPA, current edition. This shall be in excess of that required by the aforementioned standard. No exceptions shall be allowed to this requirement.

SECTION FOLDING STEPS

One (1) set of folding steps shall be installed at the tip of the ladder to provide solid footing for personnel while operating the elevated master stream device.

A kick plate shall be provided with each step.

When folded for storage, the steps shall not present significant obstruction to personnel on the apparatus.

FLY SECTION LOAD LIFTING/RAPPELLING EYES

The aerial ladder shall be equipped with two (2) load lifting/rappelling eyes at the tip of the fly section. The load lifting/rappelling eyes, as a pair, shall be rated not to exceed the tip load of the ladder structure.

AERIAL WIRING

The DC wiring shall be Thermoplastic Elastomer (TPE) control cables and shall be highly flexible with very fine copper

stranding. The cables shall have a center core strain relief for high tensile strength. The conductors shall be braided in bundles around the high tensile strength core. The outer jacket shall be gusset-filled, pressure-extruded, oil-resistant, bio-oil-resistant, PVC-free, halogen-free, and UV-resistant with low-temperature flexibility. The cables shall have a minimum bending radius of not greater than 5x the outer total diameter of the cable while moving.

This will allow up to 30 amps of 12V lighting on the aerial.

FRC SOBRITE LED TIP LIGHTS

Two (2) Fire Research SoBrite LED compact ultra bright lights shall be installed at the tip of the aerial. Each lamphead shall have three mounting holes to mount the light directly to a horizontal or vertical surface. Wiring shall extend from the rear of the lampheads.

Each lamphead shall have 22 ultra-bright white LEDs to provide a spot light beam pattern. They shall each operate at 12/24 volts DC, draw 5/2.5 amps, and generate 7,000 lumens of light. The lampheads shall have a unique lens that focuses the spotlight beam into the distance. Each lamphead shall weight less than 2-1/2 pounds and be powder coated. The LED scene lights shall be for fire service use. The light shall have a Fire Research lifetime warranty.

The lights shall be located at the aerial tip, one (1) on the driver's side and one (1) on the officer's side.

The tip light(s) shall be controlled through the AL-11 system.

WHELEN LED VERTEX LOCATOR LIGHT

Two (2) Whelen Vertex LED locator lights shall be provided. Each light shall be housed in a surface mount black flange. The Omni-directional lights shall each incorporate six red Super-LEDs with a clear non-optic hard coated polycarbonate dome lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and sealed lens assembly shall provide additional protection against environmental elements. The lights shall be activated by the aerial master switch.

The locator lights shall be located on the aerial tip, one (1) on each side.

WATERWAY SYSTEM

A waterway system shall be provided consisting of the following components and features:

A 4-1/2" outside diameter pipe shall be connected to the water supply on one end and to a water swivel at the rotation point of the turntable. The swivel shall allow the ladder to rotate 360 degrees continuously while flowing water.

A 4" inside diameter pipe waterway shall be routed through the rotation point swivel up to the heel pin swivel. The heel pin swivel shall allow the water to flow to the waterway while elevating the aerial ladder from -8 degrees below to +72 degrees above horizontal.

The heel pivot pin shall not be integral with the waterway swivel at any point. The design of the waterway shall allow complete servicing of the waterway swivel without disturbing the heel pivot pin.

WATERWAY PIPE DIAMETERS

The integral telescopic waterway system shall consist of a 5" outside diameter steel pipe in the base section, a 4-1/2" diameter pipe on the second section, a 4" outside diameter pipe on the third section, and a 3-1/2" outside diameter pipe in the fly section.

CP-84 CHROME PLATED WATERWAY

The CP-84 telescopic waterway shall be composed of high quality 84K PSI steel. The pipes shall be professionally prepared to accept a highly durable, hot dipped galvanizing coating. Preparation shall include de-greasing as needed, followed by shot blasting to remove any contaminates or scale.

Following preparation, each water pipe shall be hot-dipped galvanized. The pipes shall be completely submerged in the galvanizing bath to ensure 100% coverage and intimate bonding of the galvanic coating to the steel. Following the dipping process, all dross shall be ground and the perimeter of the pipe shall be ground to a smooth finish.

Each pipe shall then be prepared to be heavily chrome plated. Materials (nickel/copper/ chrome) used in the chrome plating process shall be of the highest purity to complete the chrome plating process. The chrome shall be polished to an extremely high luster.

The result of the preceding processes shall provide an aerial waterway that is of unequaled quality and durability. The heavy galvanizing and chrome plating shall ensure that no corrosion occurs on the waterway and that the outer surface remains smooth for long seal life. Additionally, the chrome plating shall aid in preventing nicks, scratches, and abrasions from occurring where they would otherwise easily occur with softer and more malleable aluminum tubes.

The waterway on the base section of the aerial device shall be galvanized with the process described above, followed by complete coverage utilizing paint of job color.

POSITIONAL WATERWAY

The waterway shall be a positional or detachable type in order to allow the uppermost fly section to be clear of obstructions when using the aerial device for rescue purposes. It shall be designed in such a manner to allow the master stream device to be secured to either the tip of the fly or to the end of the next lower section. The device shall be designed in such a manner that when it is in the forward position the monitor master stream device shall be connected to the tip of the ladder and when it is toward the back, the device travels with the next lower ladder section. The connection for remote nozzle controls and electricity to the unit shall be permanent and not incorporate any spring loaded cable reels or electrical contact pads that can foul or become damaged allowing the monitor to become inoperable. In addition, the system shall require no external power supply such as a battery to operate the monitor.

A button shall be provided on the AL-11 system at the turntable control console for the positional waterway. The button shall activate an electric actuator mechanism that will lock the monitor in the desired position. Indication shall be provided on the screen of the AL-11 to inform the aerial operator of the current position of the monitor. The verbiage on the screen for the two (2) positions shall read "Rescue" and "Water Tower".

To ensure maximum safety for personnel, units that require a firefighter to climb to the end of the ladder and manually change the position of the waterway will not be considered acceptable.

WATERWAY RELIEF VALVE

A 3/4" safety relief valve shall be installed in the base section waterway. The relief valve shall be preset at 240 psi. The valve shall protect the waterway from overpressure, which is normally caused by the capping of the monitor outlet. This valve in no way is to act as a relief for the total flow of the system.

WATERWAY DRAIN VALVE

A 1-1/2" drain valve shall be installed in the lower section of the aerial plumbing under the apparatus. The valve, when opened, shall drain the aerial waterway and lower plumbing.

WATERWAY FLOW METER

One (1) Akron Brass valve controller shall be installed at the aerial ladder turntable control station.

The electric actuator shall be controlled by an Akron Brass valve controller. The electric controls shall be of true position feedback design, requiring no clutches in the motor or current limiting. The unit shall be completely sealed with momentary open, close as well as an optional one (1) touch full open feature to operate the actuator.

Three (3) additional buttons shall be available to be used for preset selection, preset activation, and menu navigation.

The unit shall be capable of being connected to a Pressure Sensor and provide an LCD display showing pressure as well as valve position indication. Valve position indication shall be determined from true position feedback and indicate the exact position of the valve.

The unit shall be capable of being used in conjunction with controller at the pump panel. The unit shall be able to be programmed to Bar, PSI or kPa for pressure. The unit shall have programmed pipe sizes and be capable of custom calibration to high and low flow ranges. The only calibration required is to set the unit to the valve during initial set up. No other calibration shall be required.

The display shall be a full color LCD display with a backlight. It shall have manual adjustment of the brightness as well as an auto-dimming option. The display banner color and custom text shall be programmed to mirror the the signed order form (the color and verbiage may not be an exact match). The unit shall carry a five (5) year warranty.

AERIAL WATERWAY INLET

A 4" aerial waterway inlet with 4" plumbing, shall be installed on the rear of the apparatus. The inlet shall be as low as possible to reduce the amount of weight on the fire hose coupling.

A 4" NST waterway weld bushing shall be provided.

One (1) 5" swivel Storz x 4" female NH thread swivel rocker lug 30-degree elbow adapter shall be provided. The elbow shall be constructed of hard coat anodized aluminum alloy and have a silver powder coat finish inside and out.

One (1) 5" Storz blind cap, complete with lanyard, shall be provided.

AKRON BRASS STREAMMASTER II MONITOR

An Akron Brass StreamMaster II 3480 all electric monitor shall be installed at the end of the aerial waterway. The monitor shall be constructed of lightweight Pyrolite with a 4", 150-pound flange inlet and 3-1/2" thread outlet with cast-in turning vanes in each elbow shall be provided. The monitor shall not to exceed 15" high and 11-5/8" wide. The standard absolute position sensors provide advanced features like programmable obstacle avoidance, oscillation, and stow/deploy positions. The onboard, fully sealed IP 67 CAN control system features 'plug and play' installation with built-in wireless capability and a USB port for quick software updates in the field.

The Universal II (U2) control system shall include coated, solid state components to resist water corrosion and two (2) multi-pin interface connectors. The control system will have the capability to automatically lower the nozzle to below 90 degrees elevation in order to prevent the nozzle from coming into contact with the fly section when retracting the waterway. Each operator station shall be able to control the vertical and horizontal rotation of the monitor and the pattern of the nozzle. The lower operator station will override the upper operator station when operated simultaneously.

MONITOR COLOR

The monitor shall be powder-coated Akron Red, AkzoNobel Interpon PG000QF, by the monitor manufacturer and

shall not be repainted by the OEM.

NOZZLE

An Akron Brass, model 5178, Akromatic electric combination fog and straight stream master stream nozzle shall be provided. The nozzle shall be equipped with an automatic flow mechanism that provides a flow range of 500 to 1500 GPM at 80 PSI. The nozzle shall be constructed of durable, lightweight Pyrolite and shall have electric 12 volt motor for pattern selection from straight stream to wide fog, grease fitting for maintenance, and a 3-1/2" NH thread swivel base.

MONITOR SWEEP

The monitor shall be capable of vertical positioning from -135 degrees to 0 degrees and horizontal positioning of 90 degrees from side to side, for a full 180-degree sweep.

MONITOR SAFETY INTERLOCK

The monitor shall be equipped with a monitor safety interlock (MSI) that shall prevent the monitor or nozzle from coming into contact with the cab windshield and/or roof. The MSI shall automatically stop the operator from lowering the aerial into the cradle until the monitor has been fully raised to prevent damage. In addition, the blue bed zone indicator shall not illuminate until the ladder is aligned with the cradle and the monitor is in the fully raised position.

STOW FEATURE

The monitor shall be equipped with a stow feature. When activated, the stow feature shall return the monitor to a pre-programmed or nested position. The stow feature shall be activated by a covered momentary switch on the turntable control console. A light shall be provided on the control console to advise when the monitor is in the nested position.

MONITOR CONTROLS

The aerial master stream device shall have two (2) separate control stations. One station shall be at the main aerial turntable control console. The other station shall be located at the tip of the aerial ladder. Each station shall have the capability of controlling the nozzle pattern as well as the horizontal and vertical position of the device.

ROPE RESCUE PACKAGE

An aerial rope rescue package shall be installed with the following components:

RESCUE ROLLER ASSEMBLY

A rescue roller assembly shall be provided for use on the tip of the fly section. This assembly shall be used to keep rope that is pulled from the operator's turntable position from being frayed or rubbing on and uneven surface of the aerial ladder. Two (2) rollers shall be provided on the assembly, capable of passing 1/2" rope. The entire assembly shall be removable and the plate shall be coated with black Bedliner Coating, a thermoplastic polyurethane coating.

RESCUE ROLLER ASSEMBLY - MOUNTING BRACKET

A mounting bracket shall be provided on the forward portion of the base section for storing the rescue roller assembly.

RESCUE ROPE CHANGE OF DIRECTION ASSEMBLY

A rescue rope change of direction assembly shall be provided for use with the roller assembly on the tip of the fly section. This assembly shall allow the rope to be pulled from different directions. The assembly shall be mounted at the base of the ladder. The entire assembly shall be removable.

RESCUE ROPE C.O.D. ASSEMBLY - MOUNTING BRACKET

A mounting bracket shall be provided on the rear portion of the base section for storing the rescue rope change of direction assembly.

RUNG ILLUMINATION LIGHTING

The aerial ladder sections shall be equipped with permanently installed blue LED rung illumination lights. The lights shall be mounted on the inside of the ladder sections, facing inward; on each aerial section in a "staggered" configuration. The blue colored lens shall serve to illuminate ladder rungs without inducing any glare, which would hinder safety. Each light shall be equipped with an integral guard to protect it from damage. The lights shall be positioned such that all light be directed inward toward the rungs of the aerial sections, maximizing safety for all personnel during night operations. The lights shall also aid the operator in locating aerial ladder section in conditions of reduced visibility.

Designs that use luminescent tape on the rungs shall not be permitted as they require previous exposure to sunlight and can wear off over time.

The rung lighting shall be controlled through the AL-11 system.

AERIAL LADDER SIGNS

Two (2) sign panels measuring 16" tall x 133" long shall be installed on the base section of the aerial ladder, one on each side. The sign panels shall be fabricated of 1/8" aluminum plate. The signs shall be large enough to accept a maximum lettering size of 12" high.

BASE SECTION MOUNTED STOKES BASKET STORAGE

A storage box shall be provided on the base section for a Stokes basket. The box shall be on the officer's side of the base section to be the least obtrusive when viewing the aerial tip from the turntable control console. The box shall be fabricated from smooth aluminum and be painted to match the ladder. The box shall be attached to the aerial section using stainless steel fasteners. A painted aluminum lid shall be provided on the box to secure Stokes basket.

The stokes basket box will have a prox switch wired into the door-ajar warning light circuit to notify when the lid is open.

STRETCHER

The stretcher shall be dealer/customer supplied.

CHASSIS PAINT

The two-tone chassis cab shall be painted by the chassis manufacturer.

BODY PAINT PREPARATION

The apparatus body and components shall be metal finished as follows to provide a superior substrate for painting:

- All aluminum sections of the body shall undergo a thorough cleaning process, starting with a phosphoric acid solution to begin the etching process, followed by a complete rinse. The next step shall consist of a chemical conversion coating applied to seal the metal substrate and become part of the aluminum surface for greater film adhesion.
- After the cleaning process, the body and its components shall be primed with a high solids primer and the seams shall be caulked.

• All bright metal fittings, if unavailable in stainless steel or polished aluminum, shall be heavily chrome plated. Iron fittings shall be copper underplated prior to chrome plating.

PAINT PROCESS

The paint process shall follow the strict standards as set forth by Guidelines.

The body shall go through a three-stage paint process: primer coat, base coat (color), and clear coat. In the first stage of the paint process, the body shall be coated with primer to achieve a total thickness of 2-4 mills. In the second stage of the paint process, the body shall be painted with BTLV650 High Solids Polyurethane Base Coat. A minimum of two to three coats of paint shall be applied to achieve covering. In the final stage of the paint process, the body shall be painted with a Clear Top Coat. A minimum of two to three coats shall be applied to achieve a total dry film thickness of 2-3 mills.

As part of the curing process, the painted body shall go through a Force Dry / Bake Cycle process. The painted components shall be baked at 185 degrees for 3 hours to achieve a complete coating cure on the finished product.

HAND POLISHED

After the Force Dry / Bake Cycle and ample cooldown time, the coated surface shall be sanded using 3M 1000, 1200, and/or 1500 grit sandpaper to remove surface defects. In the final step, the surface shall be buffed with 3M super-duty compound to add extra shine to coated surface. No more than .5 mil of clear shall be removed in this process.

The paint shall be a standard non-metallic - color.

BODY PAINT COLOR

The paint chip is the sole defining paint color; it overrules what is described in this spec.

The body shall be painted with High Solids Polyurethane Base Coat.

The single tone body shall be painted red.

PAINTED PUMP MODULE STRUCTURE OVERLAYS

PUMP HOUSE PAINT PREPARATION

Selected apparatus pump house components shall be metal finished as follows to provide a superior substrate for painting:

Selected aluminum sections of the pump house structure shall undergo a thorough cleaning process, starting with a phosphoric acid solution to begin the etching process, followed by a complete rinse.

The interior of the pump house will not be painted, nor shall the outboard facing exteriors of the tube structure.

The overlaid exterior driver's side and officer's side sheet aluminum panels will be painted primary body color. These panels will be buffed.

The next step shall consist of a chemical conversion coating applied to seal the metal substrate and become part of the aluminum surface for greater film adhesion.

After the cleaning process, the selected components shall be primed with a high solids primer and the seams shall be caulked.

PAINT PROCESS

The paint process shall follow the strict standards as set forth by the paint vendor's guidelines.

The selected components shall go through a three-stage paint process: primer coat, base coat (color), and clear coat.

In the first stage of the paint process, the selected components shall be coated with primer to achieve a total thickness of 2-4 mills.

In the second stage of the paint process, the selected components shall be painted with BTLV650 High Solids Polyurethane Base Coat. A minimum of two to three coats of paint shall be applied to achieve covering.

In the final stage of the paint process, the selected components shall be painted with a Clear Top Coat. A minimum of two to three coats shall be applied to achieve a total dry film thickness of 2-3 mills.

As part of the curing process, the painted components shall go through a Force Dry / Bake Cycle process. The painted components shall be baked at 185 degrees for 3 hours to achieve a complete coating cure on the finished product.

HAND POLISHED

After the Force Dry / Bake Cycle and ample cool down time, the coated exterior panel surfaces shall be sanded using 3M 1000, 1200, and/or 1500 grit sandpaper to remove surface defects. In the final step, the surface shall be buffed with 3M super-duty compound to add extra shine to coated surface. No more than .5 mil of clear shall be removed in this process.

AERIAL COMPONENT PROTECTION / PAINT

The paint chip is the sole defining paint color; it overrules what is described in this spec.

All aerial device components above the rotation point that are not chrome plate, bright aluminum tread plate, or stainless steel shall be painted. All areas to be painted shall be sanded to remove any metal flakes and smooth any rough surfaces. All surfaces to be painted shall be phosphatized to remove metal impurities, aid paint adhesion and inhibit rust. The components shall be primed and finish painted with a high gloss polyurethane paint. The support structure and components below the rotation point shall be painted black.

The extending stabilizer beams, inner jack cylinder protective tubes, and stabilizer pads shall be hot dip galvanized. The extending stabilizer beams, inner jack tubes, and stabilizer pads shall be shot blasted to remove any mill scale, or contamination prior to galvanizing.

Following this preparation, the individual components shall be hot dip galvanized. The galvanizing process requires that the entire assembly be completely submerged. Following the galvanizing process, the surface shall be ground smooth to remove dross. This preparation shall provide maximum protection for these critical components. Following surface preparation, components shall be coated with black water-based self-etching coating. No exceptions shall be allowed to this requirement.

The high gloss polyurethane paint, which shall be applied to the aerial ladder sections and other components above the rotation point, shall be cured at an elevated temperature for a period not less than 2 hours to enhance durability and appearance. The temperature shall not be less than 180 degrees Fahrenheit. Curing of the paint shall promote a chemical reaction within the substrate that shall harden the paint. The curing shall be performed in a clean, sealed, controlled atmosphere. The atmosphere shall comply with all environmental standards and any air entering the chamber shall be filtered.

AERIAL DEVICE PAINT COLOR

The aerial device shall be painted with High Solids polyurethane enamel paint. The color shall be grey/silver.

The paint shall be a standard non-metallic - color.

AERIAL CORROSION PROTECTION

Internal structural members of the aerial structure shall be 100% concealed from oxygen or have corrosion protection applied. Totally sealed members are not subject to the possibility of corrosion attacking the metal from the interior.

The structural tubing of the aerial structure that contains drilled holes or is exposed to outside air and elements shall be protected to eliminate the possibility of corrosion occurring on the inside of the tube. No exceptions as this is imperative to the strength and integrity of the aerial structure.

The interior of exposed tubing shall be coated with a compound labeled NWAC 120-4. The application of the coating shall be applied after the welding process of the aerial structure is complete and shall cover 100% of the interior of the structural tube. NWAC 120-4 is an effective cavity corrosion inhibitor that provides long-term protection for both ferrous and non-ferrous metals. The resulting water-repellent, flexible, air-dried film has crevice penetrating, spreading and clinging characteristics. The product dries to a nearly transparent film and provides maximum corrosion protection for all void spaces subject to humidity and condensation.

AERIAL LADDER EGRESS PAINT COLOR

The aerial ladder egress shall be painted with High Solids polyurethane enamel paint. The color shall be red.

AERIAL LADDER SIGN PAINT COLOR

The aerial ladder signs, mounted on the base section, shall be painted the same color as the body.

UNDERCOATING

The apparatus shall undergo a two-step undercoating process. The first step shall be a rubberized polyurethane base compound applied after the body has been primed. The materials used incorporate unused paint products to reduce the amount of waste released into the environment. This coat shall be applied to all hidden pockets and surfaces that are not visible after completion.

As a final step, the entire underside of the body shall be coated with a bituminous based automotive type undercoating when the apparatus is completed. During this application, special care shall be taken to avoid spraying the product on air lines, cables, or other items that would hinder normal maintenance.

CORROSION PREVENTION

One (1) 3.75 ounce tube of Electrolysis Corrosion Kontrol (ECK) shall be provided to use when additional items are mounted to the apparatus. ECK protects aluminum and stainless steel against electrolytic reaction, isolates dissimilar metals and gives bedding protection for hardware and fasteners. ECK contains an anti-seizing lubricant for threads. ECK is dielectric and perfect for use with electrical connectors.

THERMOPLASTIC COATING

In designated areas, Bedliner Coating XS-350, a two-component spray-in-place thermoplastic polyurethane system shall be used for maximum protection of the body and equipment. Bedliner Coating XS-350 is a 100% high-performance aromatic solids pure Polyurea elastomeric membrane. The coating shall be a fast cure, textured surface, multi-purpose material designed for commercial and industrial applications. It shall adhere to the body and serve as a

protective, abrasion resistant liner where applied.

The coating shall exhibit the following minimum typical physical properties:
- Tensile strength - 3,432 PSI (ASTM D-412)
- Elongation - 162% (ASTM D-412)
- Tear Strength - 783 PLI (ASTM D-624)
- Shore D Hardness - 60 +/-1 (ASTM D-2240)

SAMPLE PAINT CARD

One (1) sample paint card shall be provided with the apparatus. The card shall show an example of the apparatus body color on one side and have the specific paint formula printed on the reverse side.

RUB RAIL REFLECTIVE STRIPING

There shall be 2" reflective striping installed in the rub rail channel. The reflective striping shall be diamond grade quality material for increased visibility. The reflective shall be silver in color.

REFLECTIVE STRIPING - STABILIZER BEAMS

Retroreflective striping, utilizing a chevron pattern, shall be installed on the front and rear sides of the four (4) horizontally extending stabilizer beams for increased visibility when extended. The striping shall be applied at a 45 degree angle and shall be a minimum of 6" wide. The chevron color shall be the same color as the rear of the apparatus.

CHEVRON COLOR - RED/FLUORESCENT YELLOW-GREEN

The chevron striping shall consist of red, 3M part number 1172 EC, and fluorescent yellow-green, 3M part number 4083, and shall meet the chevron color requirements in accordance with NFPA, current edition.

Only 3M Diamond Grade VIP Reflective Striping shall be used. 3M Diamond Grade VIP Reflective Striping is a wide-angle prismatic lens reflective sheeting designed for the production of durable traffic control signs and delineators that are exposed vertically in service. This sheeting is designed to provide higher sign brightness than sheeting's that use glass bead lenses. It is intended to also provide high sign brightness in the legibility distance where other sheeting's do not. If something other than 3M is being used, third party documentation must be provided with the bid to prove it is compliant with Federal DOT and NFPA, current edition.

CHEVRON STRIPING - REAR BODY

Retroreflective striping shall cover at least 50% of the rear-facing vertical surfaces in accordance with NFPA, current edition. The striping shall be in a chevron pattern sloping downward and away front the centerline of the apparatus at an angle of 45 degrees. Each stripe shall be a minimum of 6" in width. The striping shall consist of a solid base layer of reflective material and alternate between the exposed base layer material and durable, transparent, acrylic colored film.

The chevron pattern shall include the rear face of the body. The torque box door shall be excluded from the chevron reflective striping.

GENERAL TWO (2) YEARS or 36,000 MILES LIMITED WARRANTY

Purchaser shall receive a General Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0002. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

BODY STRUCTURE (ALUMINUM) TEN (10) YEARS or 100,000 MILES LIMITED WARRANTY

Purchaser shall receive a Body Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0502. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

AERIAL LADDER STRUCTURE TWENTY (20) YEARS or 100,000 MILES LIMITED WARRANTY

Purchaser shall receive an Aerial Ladder Structure Twenty (20) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0403. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

AERIAL LEAK-FREE HYDRAULICS THREE (3) YEARS or 48,000 MILES LIMITED WARRANTY

Purchaser shall receive an Aerial Leak-Free Hydraulics Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0421. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

AERIAL WATERWAY TEN (10) YEARS or 100,000 MILES LIMITED WARRANTY

Purchaser shall receive an Aerial Waterway Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0810. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ELECTRICAL TWO (2) YEARS or 36,000 MILES LIMITED WARRANTY

Purchaser shall receive a Control-MAXX„¢ Electronics Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0232. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

PLUMBING AND PIPING (STAINLESS STEEL) TEN (10) YEARS or 100,000 YEARS LIMITED WARRANTY

Purchaser shall receive a Plumbing and Piping (Stainless Steel) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0800. The warranty certificate is incorporated by reference into this proposal and included with this proposal or available upon request.

WATER TANK WARRANTY

The tank shall be complete with a lifetime warranty. The tank manufacturer shall mark the tank and furnish notice that indicates proof of warranty. Full details shall be provided in the complete warranty document.

PAINT AND FINISH (EXTERIOR CLEAR COATED) TEN (10) YEARS LIMITED WARRANTY

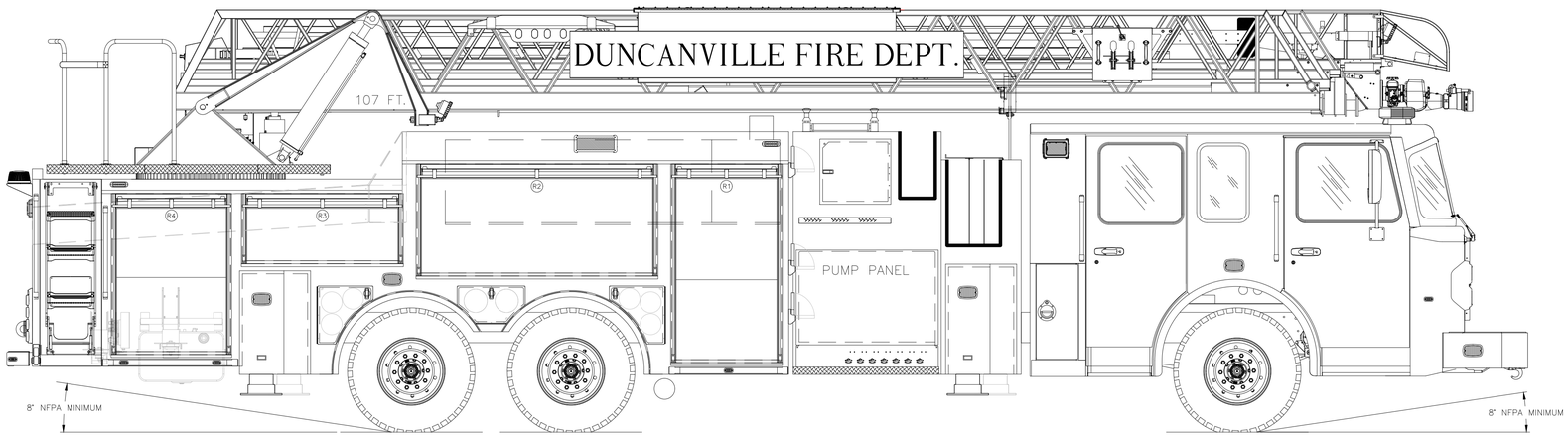
Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

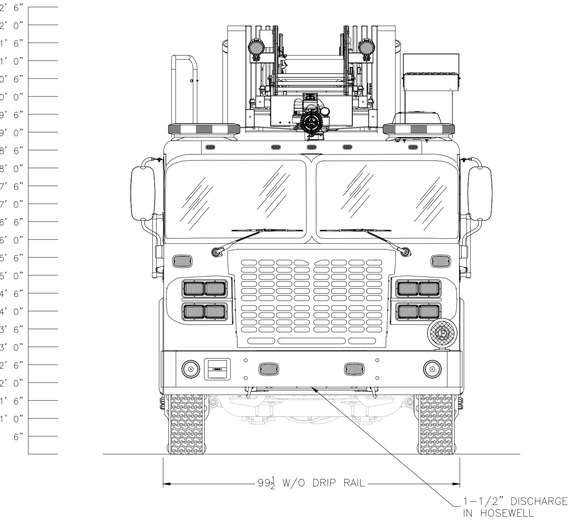
PUMP WARRANTY

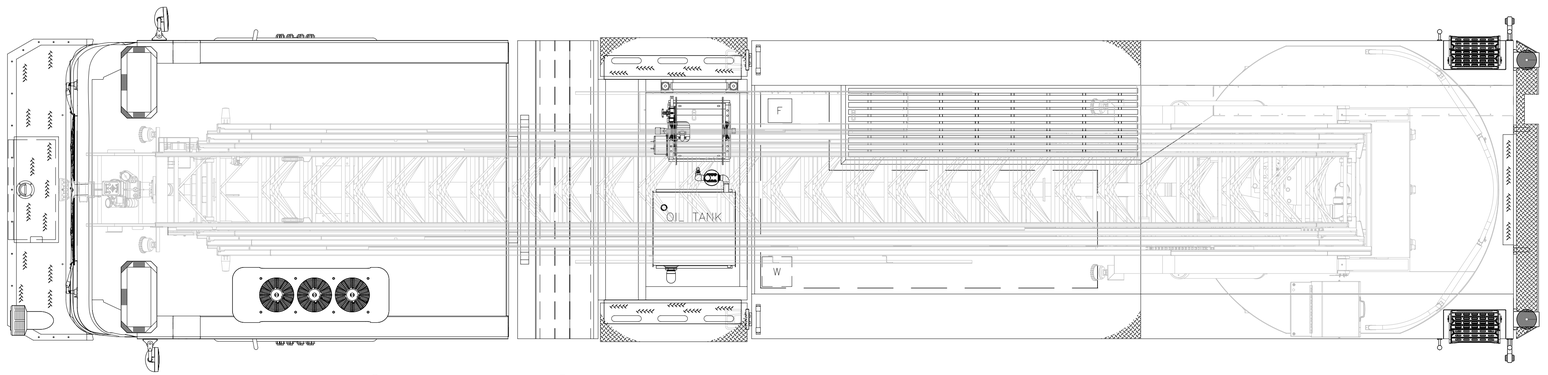
The fire pump shall be warranted by Waterous for a period of seven (7) years from the date of delivery to the fire department or seven and one-half (7-1/2) years from the shipment date by Waterous, whichever period expires first. Full details shall be provided in the complete warranty document.

Spartan ER (Spartan, Smeal, LT) Models	**SKU Range**	**Discount Off MSRP**	**Notes**
PUMPERS			
S-180 Custom Chassis Pumper	All models	3%	
VM8 Custom Chassis Pumper	VM8 Models	Flat $5,000	*Pre-discounted to market*
VM8 Commercial Chassis Pumper	VM8 Models	Flat $5,000	*Pre-discounted to market*
Commerical Chassis Pumper	Comml, FC -94 Chassis, Spartan and Smeal Models	3%	*Discount does not include Commercial Chassis and FC-94 portion as they are a pass through*
Custom Chassis Pumper	Custom, Metro Star and Gladiator, Spartan and Smeal Models	5%	
Vector Fully Electric Custom Chassis Pumper	All models	5%	
TANKERS			
VM8 Commercial Chassis Tanker	VM8 Models	Flat $5,000	*Pre-discounted to market*
Commercial Chassis Tanker	Comml, FC -94 Chassis, Spartan Models	3%	*Discount does not include Commercial Chassis and FC-94 portion as they are a pass through*
Custom Chassis Tanker	Custom, Metro Star and Gladiator, Spartan Models	5%	
RESCUES			
VM8 Light Duty Commercial Chassis WA Rescue	VM8 Models	Flat $5,000	*Pre-discounted to market*
Custom Chassis WA, WI or Combination Rescue	Custom, Metro Star and Gladiator, Spartan Models	5%	

Spartan ER (Spartan, Smeal, LT) Models	**SKU Range**	**Discount Off MSRP**	**Notes**
WILDLAND			
VM8 Mini-Pumper	VM8 Models	Flat $5,000	*Pre-discounted to market*
Commercial Chassis Wildland and Urban Interface	Comml, Defender, FC - 94 Chassis, Spartan and Smeal Models	3%	*Discount does not include Commercial Chassis and FC-94 portion as they are a pass through*
Custom Chassis Wildland Urban Interface	Custom, Metro Star and Gladiator, Spartan and Smeal Models	5%	
AERIALS			
Rear Mount Ladder	77', 100', 107', 110', 100' NXT, UT 100 and 125', LT, Spartan and Smeal Models	5%	
S-180 Aerial Rear Mount Ladders	S-180 77' and 107'	3%	
100' and 105' Tractor Drawn Aerial Ladders (TDA)	LT Models	5%	
54' Squrt Articulating Water Tower		5%	
Rear Mount Platform	100' Rear Mount, 93' and 100' Midmount, Smeal	5%	
SERVICE/REFURB			
Service and Refurbishment	Body Work, Paint, Lighting	3%	
Service and Refurbishment	Mechanical, Aerial, Pump	5%	

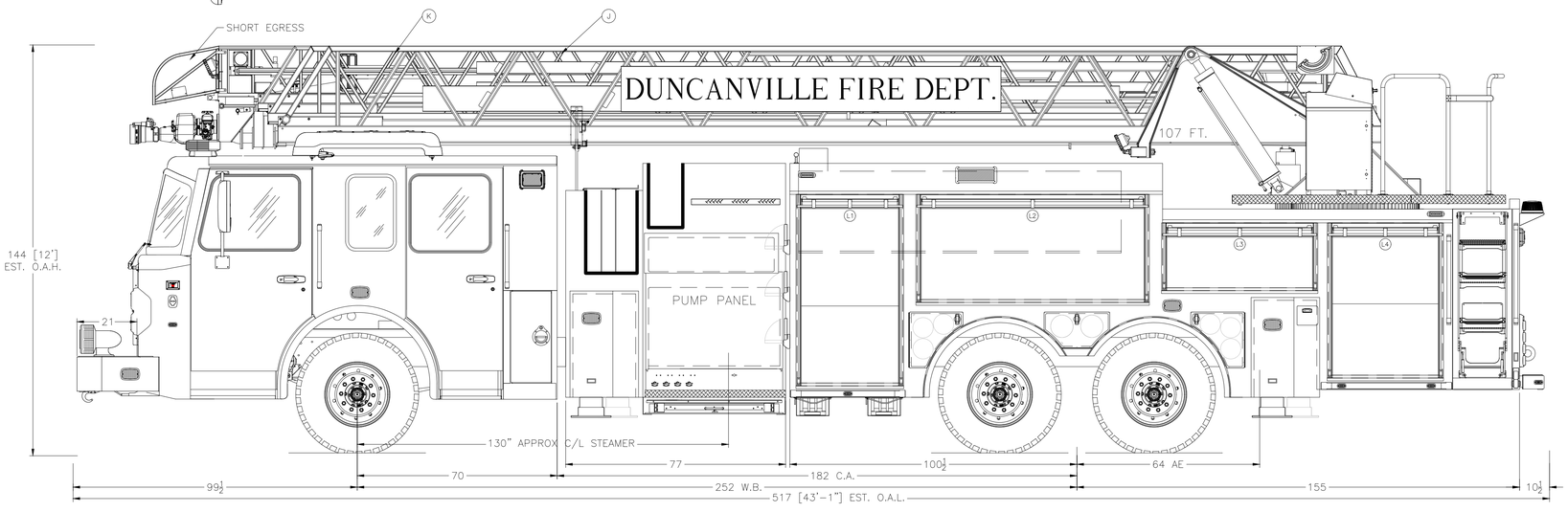


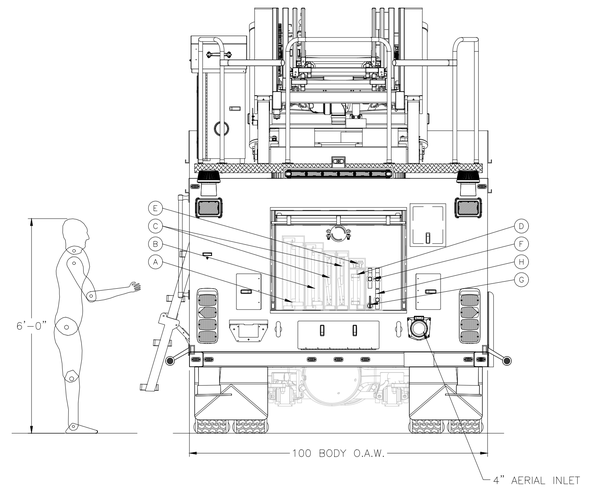




COMPARTMENT DIMENSIONS					
COMPT.	DOOR OPENING	INTERIOR	DIVIDE HEIGHT	DEPTH UPPER	DEPTH LOWER
L1	34"W x 61"H	39.5"W x 77"H	27"	14"	23"
L2	78"W x 31"H	91"W x 47.5"H	–	14"	14"
L3	51"W x 17"H	54"W x 27.5"H	–	14"	14"
L4	37"W x 48"H	47.5"W x 58"H	25"	14"	23"
R1	34"W x 61"H	39.5"W x 77"H	27"	14"	TBD
R2	78"W x 31"H	91"W x 47.5"H	–	14"	14"
R3	51"W x 17"H	54"W x 27.5"H	–	14"	14"
R4	34"W x 61"H	39.5"W x 77"H	25"	14"	23"

GROUND LADDERS & PIKE POLES			
ITEM	DESCRIPTION	MODEL #	QTY
A	35' 2 SEC EXTENSION	1200-A	1
B	24' 2 SEC EXTENSION	900-A	1
C	16' ROOF	875-A	2
D	14' FRESNO ATTIC	701	1
E	10' FOLDING ATTIC	585-A	1
F	6' NY ROOF HOOK	RH-6	2
G	8' PIKE POLE	NHFG-8	1
H	12' MULTI PURPOSE	MPH-12	1
BASE	J	16' ROOF	875-DR	1
FLY	K	8' NY ROOF HOOK	RH-8	1





NOTE:

THIS DRAWING IS THE PROPERTY OF SPARTAN FIRE, LLC AND IS TO BE USED ONLY IN REFERENCE TO THE WORK PROPOSED OR CONTRACTED BY SPARTAN FIRE, LLC ANY REPRODUCTION IN PART OR IN WHOLE WITHOUT THE WRITTEN PERMISSION OF SPARTAN FIRE, LLC IS STRICTLY PROHIBITED.

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. THIS DRAWING MUST BE PLOTTED TO THE PAPER SIZE LISTED IN THE TITLE BLOCK FOR THE LISTED SCALE TO BE VALID.

THIS DRAWING IS FOR REFERENCE PURPOSES ONLY. SOME ITEMS MAY OR MAY NOT APPEAR ON THE DRAWING THAT MAY OR MAY NOT BE INCLUDED IN THE SPECIFICATIONS. THE SPECIFICATIONS SHALL BE THE FINAL AUTHORITY TO DETERMINE WHAT IS SUPPLIED ON THE APPARATUS.

REVISION HISTORY

REV.	INT.	DATE	DESCRIPTION
01	CL	5/18/26	ORIGINAL LAYOUT

PROPOSAL

CHASSIS:	SPARTAN GLADIATOR LLFD FLAT ROOF
ENGINE:	CUMMINS X15 565HP WITH ALLISON 4000 EVS
PUMP:	WATEROUS CSU 1500 GPM
WATER TANK:	500 U.S. GAL
FOAM CELL:	20 U.S GAL
BODY MATERIAL:	1/8" ALUMINUM
HOSE BEDS:	1000' OF 5" / 41 CUBIC FEET
GENERATOR:	N/A
COMPARTMENTS:	160 CUBIC FEET

SPARTAN REV GROUP
EMERGENCY RESPONSE

DUNCANVILLE FIRE DEPARTMENT
DUNCANVILLE, TX

MODEL:	107' REAR MOUNT AERIAL (S34RL-107)		
DEALERSHIP:	METRO FIRE APPARATUS SPECIALISTS		
SCALE:	1/2" = 1'	DRAWN BY: CL	DATE: 5/18/26
SIZE:	24" X 36"	DRAWING NO: 25695	REV: 01
SHEET:	1 OF 1		

METRO FIRE APPARATUS SPECIALISTS, INC.

17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115177

Quote Date: 4/20/2026

Bill To: DUNCANVILLE FIRE DEPARTMENT
P O BOX 380280
DUNCANVILLE TX 75138-0280

Ship To: DUNCANVILLE FIRE DEPARTMENT
1530 SOUTH MAIN
DUNCANVILLE TX 75137

Ordered By	Sales Rep	Entered By	Terms	FOB	Shipping Method
JAMES LEARY	JOSHUA SLOVAK	JOSHUA SLOVAK	NET 30	METRO	BEST WAY

Ord	Item
2	**TFT-AXD1ST-NX-F** JUMBO LOW PROFILE BIV 5" STORZ RIGID X 6" F NH SW FRONT CRANK WITH PRESSURE RELIEF VALVE
1	**TFT-XXC-52-NH1** BLITZFIRE COMBINATION PKG XX111A, 2.5" NHF X 2.5" NHM W/ XX-B STORAGE BRACKET W/ MD12A MAX-FORCE TIP MST-3NJ 2.5" NHF STACK TIPS
1	**TNT-ER-40-18V** RAM 40" SINGLE STAGE, GEN 3 MILWAUKEE 18V BATTERY OPERATED 32,980LB PUSH FORCE INCLUDES (2) 18V BATTERIES & (1) 110V CHARGER
1	**TNT-ES-100-28-18V** SPREADER, STORM SURGE GEN 3 MILWAUKEE 18V, 28" S100 SERIES 56,128LB MINIMUM 228,126LB MAX INCLUDES (2) 18V BATTERIES & (1) 110V CHARGER
1	**TNT-ESLC-30-18V** MILWAUKEE M18VOLT, 18V SLC-30 C-CUTTER INCLUDES (2) M18V BATTERIES AND 1-110V DUAL BAY CHARGER 300,000 LBS CUT FORCE
1	**TNT-STRMRAMBASE-EXT** RAM EXTENSION KIT FOR TLS & STRAIGHT RAMS INCL. (1) CASE, (1) ATTACHMENT END BASE & (1)EA 6", 12", 18" TUBE EXTENSIONS
1	**POW-AC-213** POWERHAWK AUTO CRIB-213 SET OF (2)
1	**POW-AC-217** POWERHAWK AUTO-CRIB SET OF (2) FOR LARGER VEHICLES
1	**PAR-22-890351G3-180** BASIC CONTROL KIT, G3 180 (1) 22-890900G3-180 (1) 22-895401G3-180 (1) YELLOW HOSE (1) RED HOSE (1) BLACK HOSE
3	**PAR-22-890490-180** INLINE RELIEF VALVE, 200PSI FOR GENERATION 3 BAGS
1	**PAR-22-890514-180** 16FT BLUE 180 HOSE W/ CPLGS FOR GENERATION 3 BAGS
1	**PAR-22-890517-180** 16FT GREEN 180 HOSE W/ CPLGS FOR GENERATION 3 BAGS
1	**PEL-1550** PLASTIC CARRYING CASE 12 LBS WITH FOAM 20.62 X 16.87 X 8.12 BLACK
2	**PAR-22-797E12E** SUPPORTER X2 ALL IN ONE 40" STRUT WITH 30" EXTENSION TWISTLOCK QUICK RELEASE INTEGRATED ABS RATCHET STRAPS 6" HINGED BASE PLATE

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115177

Quote Date: 4/20/2026

Ord	Item
1	**PAR-22-888140G3** KPI-12 12 TON KEVLAR AIRBAG G3 15" X 15" 180PSI WORK PRESSURE GENERATION 3
2	**PAR-22-888150G3** KPI-17, 19 TON KEVLAR AIRBAG G3 15" X 21" 180 PSI WORK PRESSURE GENERATION 3
2	**PAR-22-888160G3** KPI-22 22 TON KEVLAR AIRBAG G3 20" X 20" 180PSI WORK PRESSURE GENERATION 3
2	**TEA-TG80-3810GJ** 10' PULLING CHAIN, 3/8" WITH 15" J-HOOK, GRAB HOOK, WLL 7,100 lbs.
1	**TFT-A3820** HAND HELD HOSE ROLLER
1	**TFT-AYNJ-NF** 2.5" GATED WYE 2.5" F NH RL SW INLET X (2) 1.5" M NH OUTLET
1	**ZIA-UFCW** UNIVERSAL FOAM PAIL WRENCH
1	**TFT-PA2** TRANSFORMER PIERCING NOZZLE 150 GPM @ 100 PSI
5	**TFT-HML-VPGI** 1.5" NH MID-MATIC TIP W/ GRIP 70-200 GPM @ 75 PSI
1	**TFT-HL-2VPGI** 2.5" HANDLINE WITH GRIP 95-250 GPM @ 75 PSI
2	**SVI-V18-BL-12-AC-SP** 18" BATTERY PPV INCLUDES (2) 12AH MILWAUKEE BATTERIES (2) 120V FAST CHARGERS AND SHORE POWER
1	**STE-32955** BIG EASY "GLO" LOCKOUT KIT INCLUDES PAINT PROTECTOR WEDGE, EASY INFLATABLE WEDGE AND YELLOW GLOWING TOOL
1	**STE-32935** BIG EASY STORAGE POUCH
1	**NUP-36210** 10' YPD PIKE POLE (36210) FEATHERLIGHT CLASSIC
1	**NUP-36208** 8' YPD PIKE POLE (36208) FEATHERLIGHT CLASSIC
1	**NUP-36206** 6' YPD PIKE POLE (36206) FEATHERLIGHT CLASSIC
2	**MET-MISC-EQUIPMENT** TREADY HOOK
2	**FHU-RH-10** NEW YORK ROOF HOOK 10' STEEL W/CHISEL END
1	**FHU-RH-8** NEW YORK ROOF HOOK 8' STEEL W/CHISEL END
2	**FHU-RH-6** NEW YORK ROOF HOOK 6' STEEL W/CHISEL END
1	**FHU-TRST-6D** ARSON TRASH HOOK STEEL, 6' WITH D HANDLE
2	**FHU-PB-30** PRO BAR 30"
2	**LON-THE PIG** THE PIG W/ 32" FIBERGLASS HANDLE, NOTCHED

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115177

Quote Date: 4/20/2026

Ord	Item
2	**CDC-MS-462-RC-M-RES-20** 20" RESCUE SAW FOR FIRE DEPTS COMES STANDARD W/CHAIN AND BAR
1	**CDC-TS-420-14** STIHL CUTQUIK CUT OFF SAW 14" WHEEL
1	**TEA-PIRA-14FD** 14" PIRAYA BLADE
1	**MET-MISC-EQUIPMENT** MILWUAKEE TOOLS
1	**MET-MISC-EQUIPMENT** HAND TOOL KIT (SOCKETS, PLYERS, WRENCHES, ETC.)
1	**MET-MISC-EQUIPMENT** 30" BOLT CUTTERS
1	**MET-MISC-EQUIPMENT** 18" BOLT CUTTER
1	**LEA-TN835-Y** 8#TNT TOOL 13 LB. 8.5LB HEAD 35IN. LENGTH YELLOW FIBERGLASS HANDLE W/ FLASH REFLECTOR
1	**FHU-TRH-4** TRASH HOOK 4' WITH D HANDLE
1	**FHU-DWHS-4-D** 4' DRYWALL HOOK WITH D HANDLE
1	**CTL-PR800FG** FIBERGLASS HANDLE 8# SLEDGE
1	**CTL-C60F36** FIBERGLASS HANDLE FLATHEAD AXE
1	**CTL-C60P36** FIBERGLASS HANDLE PICKHEAD AXE
1	**BEC-AX240** 2.5 GALLON WATER EXTINGUISHER
1	**BEC-AX330** 10# CO2 EXTINGUISHER AMEREX BRAND
1	**BEC-AX411** 20# ABC EXTINGUISHER AMEREX BRAND
1	**BUL-QXTPROBUNDLE** BUNDLE, BULLARD QXT PRO IMAGER WITH TEMP AND SUPER RED HOT COLOR, 640 X 480, 5 YEAR WARRANTY, W/ USB CHARGER, TRUCK MOUNT, RETRACT
1	**COR-03-501-05** 30" TRAFFIC CONE PACK & POP 5 PER CASE - COMES WITH 1 REFLECTIVE COLLAR & LIGHT SOLID RUBBER BASE
1	**CTL-120PP** 51" PINCH POINT CROWBAR 01
1	**FHU-KTKIT** K-TOOL COMPLETE KIT INCLUDES: KTOOL, LEATHER POUCH, 2 LOCK KEY TOOLS, SHOVE KNIFE, & INSTRUCTIONS
2	**RES-598311075** 3/8" PRO-POLY DELUXE THROWBAG 75'
4	**NRS-55052.01.100** NRS RESCUE DUFFEL BAG SIZE 80L, COLOR RED

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115177

Quote Date: 4/20/2026

Ord	Item
4	**NRS-42603.01.108** NRS TACTYL HELMET XL/XXL, SAFETY YELLOW
4	**RES-24905217432** FORCE6 RESCUEOPS PFD YELLOW/BLACK
4	**NRS-45301.01.102** FOX 40 SAFETY WHISTLE COLOR YELLOW
4	**NRS-47300.03.101** PILOT KNIFE COLOR: SAFETY YELLOW
4	**NRS-71648.01.100** PRINCETON TEC MERIDIAN LED STROBE LIGHT
3	**HAR-HSSW-401** (4) STANDARD SPANNER WRENCHES WITH HOLDER
3	**MET-HYDRANT/SPANNER SET** ONE ADJUSTABLE HYDRANT WRENCH TWO 2.5" SPANNERS AND MOUNT (1)ELK-S-454 (2)ELK-T-464 (1)KOC-K48-P18
1	**KOC-K46-2-P18-P09** SET: DOUBLE HOLDER W/ 2 K01 SPAN. WRENCHES BLACK PC -FG-
1	**KOC-K46-2-P18** SET: DOUBLE HOLDER W/ 2 K01 SPAN. WRENCHES BLACK PC
2	**KOC-35R1515-H52** 1.5" F NH X 1.5" F NH 35R - DOUBLE SWIVEL ROCKER LUG BLACK HC
2	**KOC-35R2525-H52** 2.5" F NH X 2.5" F NH 35R - DOUBLE SWIVEL ROCKER LUG BLACK HC
2	**KOC-36R1515-H52** 1.5" M NH RL X 1.5" M NH RL 36R - DOUBLE ROCKER LUG BLACK HC
2	**KOC-36R2525-H52** 2.5" M NH RL X 2.5" M NH RL 36R - DOUBLE ROCKER LUG BLACK HC
1	**KOC-37R151-H52** 1.5" F NH RL RIGID X 1" M NH 37R - RIGID ROCKER LUG FEMALE BLACK HC
2	**KOC-37R2515-H52** 2.5" F NH RL RIGID X 1.5" M 37R - RIGID ROCKER LUG FEMALE BLACK HC
1	**KOC-S36S525-H52** 5" STORZ X 2.5" M NH RIGID S36S - STORZ TO RIGID BLACK HC
1	**KOC-S37S525-H52** 5" STORZ X 2.5" F NH RIGID S37S - STORZ TO RIGID BLACK HC
3	**KOC-S54L545-H52** 5" STORZ X 4.5" F NH SW LH S54L - STORZ TO SWIVEL LH BLACK HC
1	**KOC-S60S54-H52** 5" STORZ X 4" STORZ S60S - STORZ TO STORZ BLACK HC
1	**KOC-SKE54L-H52** 5" STORZ X 4" F NH LH SW 30 DEGREE ELBOW BLACK HC
1	**KOC-CC507-H52** 5" STORZ CAP W/ CHAIN BLACK HC

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115177

Quote Date: 4/20/2026

Ord	Item
1	**HAR-HHGV-25NH-25NH** 2.5" HYDRANT GATE VALVE 2.5" F NH SW RL INLET X 2.5" M
20	**KEY-DP17-1000-BLU-50-ARN** COMBAT READY 1.75" X 50' BLUE HOSE ROCKER LUG NH COUPLING DOUBLE JACKET HIGH FLOW
8	**KEY-DP25-1000-TAN-50-ARN** COMBAT READY 2.5" X 50' TAN HOSE ROCKER LUG NH COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER
10	**SNT-HFX50X100Y50S** SNAP-TITE HFX 5" X 100' X 5S YELLOW SOFT SUCTION HOSE 5" STORZ COUPLING NITRILE RUBBER COVER POLYESTER/ NYLON REINFORCEMENT
2	**SNT-HFX50X25Y50S** SNAP-TITE HFX 5" X 25' X 5S YELLOW SOFT SUCTION HOSE 5" STORZ COUPLING NITRILE RUBBER COVER POLYESTER/ NYLON REINFORCEMENT
1	**MET-ITEM** CMC-500603 USAR TASK FORCE KIT, 13MM INCLUDES ROPE, LITTLE AND RESCUE EQUIPMENT
11	**CMC-300221** STEEL CARABINER PS LG SCREW LOCK BRITE COLOR
2	**CMC-300430** PMP SWIVEL PULLEY
1	**CMC-300430** PMP SWIVEL PULLEY
2	**CMC-202442** PROSERIES LADDER BELT MEDIUM 26-34" WAIST
2	**CMC-202444** PROSERIES LADDER BELT L/XL 34-42" WAIST
1	**CMC-202446** PROSERIES LADDER BELT XX-LARGE 42-50" WAIST
4	**MET-MISC-EQUIPMENT** SCOTT SCBA WITH SPARE CYLINDER
1	**MET-MISC-EQUIPMENT** LOOSE EQUIPMENT

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115176

Quote Date: 4/20/2026

Bill To: DUNCANVILLE FIRE DEPARTMENT
P O BOX 380280
DUNCANVILLE TX 75138-0280

Ship To: DUNCANVILLE FIRE DEPARTMENT
1530 SOUTH MAIN
DUNCANVILLE TX 75137

Ordered By	Sales Rep	Entered By	Terms	FOB	Shipping Method
JAMES LEARY	JOSHUA SLOVAK	JOSHUA SLOVAK	NET 30	METRO	BEST WAY

Ord	Item
50	**TPC-1212** TURTLE TILE 12" X 12" BLACK
10	**TPC-AF** FEMALE RAMP EDGE
1	**MET-MR-HOSE BED FLAP IG** D&S VINYL HOSE BED FLAP. TO BE USED WITH ALUMINUM HOSE BED COVER.
1	**DNS-HOSEBED FLAP** CUSTOM HOSEBED FLAP MADE TO CUSTOMER SPECIFICATIONS
1	**MET-MR-CROSSLAY FLAP IG** PRICED PER SET DESIGN DETERMINED BY CUSTOMER
2	**DNS-CROSSLAY** CUSTOM WEBBING FOR CROSSLAY
65	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
10	**FIRECOM-520-0676-00** HANGER HOOK HEADSET BULK
1	**MET-CUSTOM PLASTIC** BLACK POLY FLOOR
2	**MET-MR-CABINET SEAT RISER IG** CUSTOM ALUMINUM EMS MODULE BEDLINED BLACK. INCLUDES: SHELF - LIGHTING - NETTING - FUSE BLOCK.
2	**DNS-NETTING** EMS NETTING, STRAPPING DESIGN
400	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
40	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
2	**ONS-70015** 27" LED LIGHT W/ 3' LEAD WIRE NIGHT AXE COMPARTMENT LIGHT
2	**SMC-0322-GG3-010** ROCKER SWITCH FOR A/C ON/OFF
1	**MET-MR-CONSOLE LARGE IG** CUSTOM LARGE ENGINE TUNNEL CONSOLE BUILT TO CUSTOMER SPECIFICATIONS
2	**CUP-JUMBO HOLDER - 1** TWO TIERED DUAL JUMBO LARGE CUP HOLDER - BLACK WITHOUT HOLES - EACH
110	**MET-MR-ASSY PARTS** PARTS AND MATERIALS

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115176

Quote Date: 4/20/2026

Ord	Item
2	**WES-1016B** BLUESEA 12V USB POWER OUTLET
1	**MET-MR-CONSOLE SMALL IG** CUSTOM ENGINE TUNNEL CONSOLE BUILT TO CUSTOMER SPECIFICATION
2	**CUP-JUMBO HOLDER - 1** TWO TIERED DUAL JUMBO LARGE CUP HOLDER - BLACK WITHOUT HOLES - EACH
80	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
2	**WES-1016B** BLUESEA 12V USB POWER OUTLET
1	**MET-MR-ENGINE SHELF IG** CUSTOM ALUMINUM REAR ENGINE TUNNEL SHELF - BEDLINED BLACK.
80	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MET-MR-FLASHLIGHTS IG** INSTALL FLASHLIGHTS IN THE CAB AS PER CUSTOMER SPECIFICATIONS
107	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
5	**SL-90503** SURVIVOR FLASHLIGHT LED ORANGE AC / DC CHARGERS HIGH/LOW/STROBE SWITCHES SUPER HIGH FLUX LED 175 LUMENS
4	**SL-44361** VULCAN CLUTCH 120V/DC ORANGE
4	**MET-MR-PAC TRAC IG** PAC TRAC INSTALLED PER COMPARTMENT. INCLUDES (2) PAC-1004-PT MOUNTS AND 3M DIAMOND GRADE STRIPING
400	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
20	**PAC-1004-PT** HANDLELOK STRAP MOUNT GRIP RANGE .125" - 1.75" INCLUDES HARDWARE
8	**PAC-7000** 120" PAC TRACK MOUNTING BOARD 6063-T5 MIL FINISH
1	**MET-MR-RADIO INSTALL IG** INSTALL CUSTOMER SUPPLIED RADIO. INCLUDES (1) MOT-HSN4038A EXTERNAL SPEAKER.
2	**MAG-MMSU-1** MAGNETIC MIC SINGLE UNIT CONVERSION KIT
80	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MOT-HSN4038A** EXTERNAL SPEAKER
2	**MET-MR-RESCUE TOOL MOUNT IG** INSTALL CUSTOMER SUPPLIED RESCUE TOOLS AND STRUTS IN TRAY W/ CUSTOM BRACKETS.
240	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
200	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
2	**MET-MR-SAW MOUNT IG** INSTALLATION OF SAWS IN COMPARTMENT WITH CUSTOM BRACKETS.

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115176

Quote Date: 4/20/2026

Ord	Item	
200		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
40		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
120		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MET-MR-SETCOM LM IG** SETCOM LIBERATOR MAX MS-900MAX INTERCOM SYSTEM - (2) CSB-900MAX RADIO TRANSMIT (2) CSB-901MAX INTERCOM ONLY INCLUDES INSTALLATION	
150		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
2		**SET-CSB-900MAX-KIT** WIRELESS HEADSET, RADIO TRANSMIT, INCLUDES: CHARGE CABLE (20-1027) AND HANGER HOOK (14-7014)
2		**SET-CSB-901MAX-KIT** WIRELESS HEADSET, FIRE INTERCOM ONLY, INCLUDES: CHARGE CABLE (20-1027) AND HANGER HOOK (14-7014)
1		**SET-MS-900MAX** LIBERATOR MAX MASTER STATION
1		**SET-RC-18MU4K** RADIO CABLE FOR APX/XTL SERIES
1	**MET-MR-SHELF FULL DEPTH IG** 3/16" ALUMINUM SHELF, FULL DEPTH & FULL WIDTH OF COMPT. INCLUDES SHELF BRACKETS	
70		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MET-MR-SHELF HALF DEPTH IG** 3/16" ALUMINUM SHELF, HALF DEPTH & FULL WIDTH OF COMPT. INCLUDES SHELF BRACKETS	
40		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MET-MR-SMART STORAGE FOAM IG** INSTALL FOAM IN SMART STORAGE DRAWER. TOOL CUT OUTS INCLUDED	
60		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MET-MR-TM IG** INSTALLATION OF CUSTOMER SUPPLIED THERMAL IMAGING CAMERA	
23		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**MET-MR-USB/CIG INSTALL IG** INSTALLATION OF USB OR CIG PLUG IN CAB	
5		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
20		**MET-MR-ASSY PARTS** PARTS AND MATERIALS
0		**WES-1011B** BLUESEA 12V POWER OUTLET
2		**WES-1016B** BLUESEA 12V USB POWER OUTLET

METRO FIRE APPARATUS SPECIALISTS, INC.
17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote Detail
#QT115176

Quote Date: 4/20/2026

Ord	Item
2	**MET-MR-PAC TRAC TOOL BOARD IG** SINGLE CUSTOM VERTICAL PAC TOOL BOARD. MOUNTED USING AUSTIN SLIDES.
2	**ACE-815** HANDLE BRIGHT CHROME FINISH 8" OVERALL LENGTH
6	**AUS-ADS 7600-24-1** 24" HEAVY DUTY SLIDE NON-LOCKING - 1 ONLY
2	**AUS-ADS 7650-24-LH** 24" HEAVY DUTY SLIDE LOCK ON LEFT
370	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
4	**PAC-7000** 120" PAC TRACK MOUNTING BOARD 6063-T5 MIL FINISH
2	**PAC-K5003-HD** IRONSLOK KIT-HD ** SPECIFY STRAP COLOR **
2	**SPC-RMP4906AC** 2.5" NH SCREW PLATE CHROME
20	**ZIA-CPFL000003** QUIC-STRAP 2" FOOTMAN LOOP
4	**ZIA-UMFS-0511** 5" UTILITY STRAP
2	**ZIA-UMFS-0911** 9" UTILITY STRAP
2	**ZIA-UMFS-1711** 17" UTILITY STRAP
2	**ZIA-UMVS-0811-11** 8" TO 11" VARIABLE STRAP
2	**ZIA-UMVS-1116-11** VARIABLE STRAP 11" TO 16" VARIABLE STRAP
2	**ZIA-UMVS-1625-11** VARIABLE STRAP 16" TO 25" VARIABLE STRAP
4	**ZIA-UMVS-2544-11** VARIABLE STRAP 25" TO 44" VARIABLE STRAP
1	**MET-MR-GAS METER INSTALL IG** INSTALL CUSTOMER SUPPLIED GAS METER IN CAB
23	**MET-MR-ASSY PARTS** PARTS AND MATERIALS
1	**ZIA-UH-6-30-3-SFPHS** SCBA WALKAWAY BRACKET SHORT FOOTPLATE AND PHS STRAP SCOTT 4.5 45MIN./ 2.2 30MIN.

QT115176

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

MASTER AGREEMENT # 082025
CATEGORY: Firefighting Apparatus and Fire Service Vehicles
SUPPLIER: REV Group, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and REV Group, Inc., 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 8, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #082025), Category 1: Structural Apparatus and Comprehensive Solutions, to Participating Entities. In Scope solutions include:
   a. **Category 1**: **Structural Apparatus and Comprehensive Solutions,** including, but not limited to:
      i. Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints;
      ii. Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in i. above;
      iii. Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in i. – ii. above; and,
      iv. **Category 1** responders ***MAY*** include ***complementary*** Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

Docusign Envelope ID: 57BF941E-1BAE-49F3-9D3D-DCE9EB9C1A17

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	REV Group, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Phil Gerace C614955512FD49B...
By: _____	By: _____
Jeremy Schwartz	Philip Gerace
Title: Chief Procurement Officer	Title: Director of Dealer Development
Date: 12/5/2025 | 2:35 PM CST	Date: 12/5/2025 | 2:13 PM CST

RFP 082025 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	REV Group, Inc.
Does your company conduct business under any other name? If yes, please state:	Our brands in our Portfolio include E-ONE, Ferrara Fire Apparatus, Kovatch Mobile Equipment Corp (KME), Spartan ER (Spartan,Smeal, LT)
Address:	245 South Executive Drive, Suite 100 Brookfield, WI 53005
Contact:	Philip Gerace
Email:	philip.gerace@revgroup.com
Phone:	352-427-9579
HST#:	26-3013415

Submission Details

Created On:	Tuesday July 08, 2025 07:02:24
Submitted On:	Monday August 18, 2025 15:17:37
Submitted By:	Philip Gerace
Email:	philip.gerace@revgroup.com
Transaction #:	715680b1-5b10-40d2-9773-054af86fcd50
Submitter's IP Address:	147.243.204.145

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	REV Group, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	• REV Group, Inc.: 245 S. Executive Drive, Suite 100, Brookfield, WI 53005 o E-ONE, Inc: 1601 SW 37th Ave, Ocala, FL 34474 o Kovatch Mobile Equipment Corp: One Industrial Complex, Nesquehoning, PA 18240 o Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744 o Spartan Fire LLC: 907 7th Ave N., Brandon, SD 57005 o Spartan Chassis: 1541 Reynolds Road, Charlotte, MI 48813 o Smeal Holding LLC, Smeal SFA LLC: 610 W 4th St, Snyder, NE 68664 o Smeal LTC LLC: 68 Cocalico Creek Rd, Ephrata, PA 17522	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	• E-ONE: 8P082 • KME - Nesquehoning PA: 0H4A9 • KME - Ocala, FL: 9A3S7 • FERRARA: 0ZYT8	*
5	Provide your NAICS code applicable to Solutions proposed.	336120	
6	Proposer Physical Address:	REV Group, Inc.: 245 S. Executive Drive, Suite 100, Brookfield, WI 53005	*
7	Proposer website address (or addresses):	• REV Group: https://revgroup.com/ • E-ONE Inc: https://e-one.com/ • Kovatch Mobile Equipment Corp: https://kmefire.com/ • Ferrara Fire Apparatus: https://ferrarafire.com/ • Spartan ER (Spartan, Smeal): https://spartaner.com/ • Spartan Chassis: https://spartanfirechassis.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Philip Gerace, Director of Dealer Development 1601 SW 37th Ave, Ocala, FL 34474 philip.gerace@revgroup.com 352-427-9579	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Philip Gerace, Director of Dealer Development 1601 SW 37th Ave, Ocala, FL 34474 philip.gerace@revgroup.com 352-427-9579	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	• E-ONE Inc: Mike Purvis, Director of Sales, 1601 SW 37th Ave, Ocala, FL 34474, mpurvis@e-one.com, 757-607-6066 • Kovatch Mobile Equipment Corp: Zach Zschunke, Inside Sales Manager, One Industrial Complex, Nesquehoning, PA 18240, zzschunke@revgroup.com, 570-657-5391 • Ferrara Fire Apparatus, Paul Deli, Inside Sales Manager, 27855 James Chapel Rd., Holden, LA 70744, pdeli@revgroup.com, 225-567-7100 • Spartan ER: Nick Hummel, Director of Sales, 1541 Reynolds Road, Charlotte, MI 48813, nickolas.hummel@spartanmotors.com, 404-245-4665	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	REV Group companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services, which serve a diversified customer base, primarily in North America, through two segments: Specialty Vehicles and Recreational Vehicles. The Specialty Vehicles Segment provides customized vehicle solutions for applications, including essential needs for public services (ambulances and fire apparatus) and commercial infrastructure (terminal trucks and industrial sweepers). REV Group's Recreational Vehicles Segment manufactures a variety of RVs from Class B vans to Class A motorhomes. REV Group's portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of REV Group's brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG. REV Group brands have over 210,000 vehicles in service today—which we believe is a testament to our customers' loyalty and the trust they place in our products. Our vision is to improve the quality of life for our customers and their communities. Our mission is to provide our customers with vehicles they can count on when it matters most. Our company values include: Do What's Right We act with integrity and transparency, always. We keep our commitments and earn trust through our actions. Safety is Life The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life. Win As One We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals. Build Lasting Trust Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service. Think Like An Owner Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders. REV's Specialty Vehicle Segment includes brands with a rich legacy of serving the fire and emergency services. E-ONE has been in business since 1974 and built the first extruded aluminum fire truck cab and body. For over 50 years, E-ONE has been a recognized leader in fire truck manufacturing. Kovatch Mobile Equipment has been building fire trucks since 1980 and in the vehicle business since 1946. KME's can-do culture, elevated engineering prowess and bold, no-limits attitude, allow it to deliver comprehensive solutions in multiple materials to meet the unique demands of each fire department. Ferrara Fire Apparatus has been in business since 1987 and its extra-heavy-duty construction protects crews and delivers maximum response capabilities so they can carry out their vital mission of serving communities. Spartan ER has been serving since 1975 and its network represents the Spartan, Smeal and Ladder Tower brands. Known for breakthrough innovations in safety, ergonomics and serviceability, Spartan ER engineering, manufacturing and sales teams have developed an agile, highly collaborative culture to serve their customers and industry from multiple manufacturing sites across the U.S.	*
12	What are your company's expectations in the event of an award?	Based upon the success with the current Sourcewell contract, our fire brands are excited about the opportunity to serve our markets with a new contract. Upon a successful award, our dealers will be retrained regarding the new contract via Teams meetings and in person at the annual sales meeting. They will lead with this opportunity to assist fire departments in saving money and time when procuring apparatus. The contract will be promoted on all websites and social media channels. POC's for each brand will report to Sourcewell on a timely basis and follow up on inquiries from various Sourcewell and Canoe members. Based upon past history, we expect volume to exceed $400M over the initial term.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	REV Group, Inc. (NYSE: REVG) is a strong collection of brands with a long history of delivering excellent products to the fire services and specialty vehicle market. Annual sales exceed $2.5 billion. An SEC Form 10-Q can be found in the documents section of the bid. On June 4, 2025 REV announced its second quarter results. A copy of the full announcement is attached to this submission in Documents. Excluding the bus manufacturing business which was sold, the Specialty Vehicle Segment's 2nd quarter net sales increased $49.4 million, or 12.2% compared to the prior year quarter. Adjusted 2nd quarter EBITDA increased $24.0 million, or 74.3% compared to the prior year quarter. REV remains a financially strong corporation with the ability to manufacture its full backlog and warrant and service their apparatus for years to come. In 2024, E-ONE celebrated its 50th Anniversary. Now in 2025 Spartan is celebrating its 50th anniversary and Ferrara Fire turns 37. In 2026 KME will celebrate its 75th anniversary. These brands are icons within the US fire market.	*
14	What is your US market share for the Solutions that you are proposing?	About 100 fire truck manufacturers who are members of the Fire Apparatus Manufacturer's Association report their truck bookings and deliveries, but only blind, totalized data is published. Therefore, there is no official market share reporting for fire truck manufacturing. In addition, there are 15 fire truck manufacturers that do not belong to FAMA and don't report sales and deliveries. However, at this time, REV estimates its US market share to be greater than 25% of FAMA reported new orders as a 12-month rolling average.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Less Canadian fire truck manufacturers report to FAMA orders and deliveries than in the US, so market share is even more difficult to calculate. However, REV's Canadian share is similar to its US rolling average.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are no past, current or planned bankruptcy proceedings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	REV and its fire brands are OEM manufacturers that go to market with individual, independent dealer networks. E-ONE, KME, Ferrara, and Spartan ER each have their own dealer networks that are comprised of privately owned businesses that sell apparatus, offer service and parts, and often sell loose equipment. The dealers employ experienced sales representatives (REV brands assist with training) as well as warranty, service and parts teams that provide timely and support to fire departments in the regions that the trucks are operating. Fire Departments wishing to purchase apparatus do so directly with the dealer, who in turn issue a purchase order to their REV brand for the apparatus. The dealer, along with a REV assigned contract administrator, assist the customer during the entire purchase, design, build and delivery process as a team supporting them every step of the way. Below is a list of brand dealers. Each dealer has an area of responsibility that ranges anywhere from part of single state to multiple states. Many dealers have multiple sales and service locations to support customers within that area. • E-ONE currently has 31 dealers in North America. • KME currently has 27 dealers in North America • Ferrara Fire currently has 16 dealers in North America • Spartan currently has 26 dealers in North America Note: Select Airport Rescue Fire Fighting (ARFF) customers purchase directly from E-ONE	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As manufacturing entities, each REV business unit fully complies with all Federal, State and local regulations and certifications required. Specifically for fire apparatus, REV businesses comply with all DOT, FMVSS, and NFPA 1900 standards for the design and testing of trucks. In addition, all four REV fire brands are members of the Fire Apparatus Manufacturer's Association (FAMA), a not-for-profit trade association committed to enhancing the quality of the fire apparatus industry and emergency services community. E-ONE is also an ISO 9001:2015 manufacturing facility. ISO 9001 is an international management system standard that specifies requirements for a quality management system (QMS). Organizations use the standard to demonstrate their ability to consistently provide products and services that meet customer and regulatory requirements, as well as the organization's own requirements. E-ONE also holds UL authorizations at both their Hamburg, NY and Ocala, FL facilities for UL's Vehicle Inspection Program (VIP) to assure compliance of trucks to NFPA 1901 and CAN/ULC S515 (certificates attached to bid). KME is also an ISO 9001: 2015 facility and listed on the same certificate. In addition, dealers for all brands employ service technicians, many with certifications from engine, transmission and pump manufacturers as well as Emergency Vehicle Technician (EVT) certifications. The Emergency Vehicle Technician Certification Commission, Inc. (EVTCC) administers EVT certifications, which are designed to improve the quality of service and repair for emergency vehicles across the United States and Canada. The certification program began as a response to the need for standardized training and recognition for technicians who work on emergency vehicles, such as fire trucks and ambulances.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no past or current debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	REV Awards: • 2025 USA Today America's Climate Leaders • 2025 Newsweek World's Greenest Companies 2025 by Newsweek • 2025 Newsweek America's Greatest Workplaces for Diversity 2025 • 2024 Newsweek America's Greatest Workplaces for Diversity 2024 • 2024 Newsweek America's Greatest Workplaces 2024 • 2024: Military Friendly - Our commitment to enhancing workforce diversity is exemplified by our successful recruitment of 128 veterans, earning us recognition as a Military Friendly® Employer with a Bronze designation from militaryfriendly.com. Furthermore, we are proud to hold a Military Friendly Spouse Employer designation, reflecting our ongoing support for military families. • 2025: Military Friendly - Military Friendly® Employer with a Bronze designation from militaryfriendly.com. Furthermore, we are proud to hold a Military Friendly Spouse Employer designation, reflecting our ongoing support for military families.	*
21	What percentage of your sales are to the governmental sector in the past three years?	For REV Fire Group, nearly 100% of all sales go to a city, municipality, county, province, VFD, or airport. In addition, E-ONE and KME hold contracts with the Defense Logistics Agency which acquires fire trucks for all branches of the US military.	*
22	What percentage of your sales are to the education sector in the past three years?	REV brands do supply apparatus to fire academies, community colleges and universities with fire protection and fire science programs, but this accounts for a small portion (less than 3%) of the total business.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell $101M/yr avg over last 3 years HGAC $33M/yr avg over last 3 years NASPO Value Point $30M/yr avg over last 3 years NPPGov $0 Ohio STS $2M/yr avg over last 3 years Pennsylvania COSTARS $5M/yr avg over last 3 years	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Defense Logistics Agency (DLA): Supply fire apparatus to US military 2022-2024 Combined Volume: E-ONE $20.2M, KME $7.6M	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Snohomish Regional Fire & Rescue, Snohomish, WA	Deputy Chief Logistics Ron Rasmussen	360-926-4053	*
Pasco County Fire & Rescue, FL	Rick Giangrande, Fleet Acquisition Specialist	727-243-4726	*
Hazleton PA Fire Department	Chief Donald Leshko	570-956-7389	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	REV brands work in partnership with their independent dealers. Each REV Fire brand has REV brand employed Regional Sales Managers who are assigned as the primary POC for a North American region. These Regionals support both dealers and end-users in their region. E-ONE has a Director of Sales plus 3 Regional Sales Managers. KME and Ferrara have a Senior Sales Manager and 2 Regional Sales Managers. Spartan ER has a Director of Sales plus 3 Regional Sale Managers. REV also employs a federal government and ARFF specialist. This team is also supported at each brand with an inside sales department that oversees the quote design, contract administration, production, and final inspection/delivery processes. The inside sales teams have approximately 12-18 people at each brand. Of course each dealer also employs a full-time sales team. At last registration, the combined dealership sales force (inside and outbound) exceeds 400 individuals.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	REV Brands operate independent dealer networks. Each dealer has an area of responsibility for a specific brand (E-ONE, KME, Ferrara or Spartan ER) that ranges anywhere from part of a single state to multiple states. Some dealers carry more than one REV Fire brand. Many dealers have multiple sales and service locations to support customers within that area. * E-ONE currently has 31 dealers in North America. * KME currently has 27 dealers in North America * Ferrara Fire currently has 16 dealers in North America * Spartan currently has 26 dealers in North America Based upon registrations by dealers, the REV network has over 400 dealer employees that support the sales (inside and outbound) process. This does not include service or parts technicians.	*
28	Service force.	REV brand customer service departments also work in partnership with their independent dealers' service centers. REV employs an extensive team supporting our brands and dealers that includes a field service team (6 techs) to complement the dealer technicians. In addition, each dealer has their own service and parts team. At last registration, our combined networks had over 500 technicians operating mobile and dealership warranty and service, as well as testing and maintenance.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	REV dealers utilize their brand's configuration tool that generates specifications, pricing and drawings for the customer. The specifications are reviewed by the brand's engineering team prior to release to ensure it is buildable and no conflicts exist. This is required because North American fire departments typically order highly customized trucks for their unique needs. If the customer wishes to use a cooperative purchasing contract, the dealer ensures that the customer is a member and the unit's specs and price fully comply with the contract. Upon purchase, the end user issues a purchase order to the dealer, who in turn issues their own purchase order to the REV brand. Upon receipt and acceptance of the order by the REV brand, a contract administrator is assigned as a primary POC for the dealer and customer for the truck(s) ordered. Shortly after purchase (usually within 2-6 months currently), the customer, dealer and REV contract administrator hold a pre-construction meeting to review the specifications, garner any additional clarifications, and make any customer requested changes since order. Once complete, the unit enters into the production cycle.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	REV brand customer service departments work in partnership with their independent dealers' service centers. REV understands the importance of service and support to our customers and staffs the following support areas: • Technical Support Team with 5 full-time technicians • An on-call "truck down" phone for 24/7 support • Field training team for pumper and aerial operations • Field service team (6 techs) to complement the dealer technicians and assist with high-tech repairs • Warranty Team at each brand to administer all warranty support • REV Parts team REV does an outstanding job of supporting customers with parts. Rev Fire Group operates a separate Parts and Accessory Business designed to help dealers keep trucks in service by selling both custom fabricated fire truck parts and other standard trucks parts. • 35,000 sqft parts warehouse in Ocala FL servicing both dealers and OE chassis customers • 8,000 different parts are in stock ($5M of inventory value), all in an effort to reduce customer lead times for parts • 74% of shipments are shipped out within 4 days after order receipt • REV Fire shipped out $55.7M of parts to dealers and customers in 2024 In addition to a parts staff of 35 people in Ocala, there are additional parts research staff at the brand locations. These parts research personnel are experts for their brand and identify requested part numbers from bills of material and drawings, and find sources of components. This is especially important due to the long in-service life of apparatus with some parts demands for trucks exceeding 30 years. REV also operates an annual Fire Truck Training Conference (FTTC). Details can be found in the answer to #41.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	REV Group and its independent dealers are eager to supply our full product line of apparatus, parts, and services to Sourcewell members. Dealer personnel are trained on the resources and processes of the Sourcewell contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	REV Group and its 6 independent Canadian dealers are eager to supply our full product line of apparatus, parts, and services to Sourcewell/Canoe members in Canada, Dealer personnel are trained on the resources and processes of the Sourcewell/Canoe contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All geographic areas in the US and Canada will be served.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All entity types in the US and Canada will be served with our full offering.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	These areas may purchase under the contract without exception.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, terms of the agreement would extend to non-profit, members i.e. Volunteer Fire Departments, Fire Districts, Hospitals, and Schools.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As an existing Sourcewell contract holder, REV will continue its current marketing strategies as well as implement new tactics: Training--REV personnel have attended Sourcewell Academies to understand all available resources. In 2023, REV invited its dealer network to a webinar on Sourcewell processes and resources for dealer promotion of the contract. In addition, in June 2025, REV Fire brands held their annual sales meeting with all dealer sales personnel. Sourcewell personnel were in attendance to not only promote the contract during the tradeshow hours, but also taught nine, one-hour breakout sessions on Cooperative Purchasing Strategies. Advertising: The Sourcewell contract and associated links are on each REV brand's website. In addition, the contract would be promoted on the brands social media pages including Facebook and LinkedIn. A copy of a recent post can be found in the attachments section of the bid. Tradeshows: REV brands display the Sourcewell flags at several tradeshows, including the annual FDIC show held in Indianapolis each year.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Any lead for a Sourcewell purchase that comes from Sourcewell/Canoe, the REV website, or other sources is tracked and electronically sent to both the dealer and the REV brand's Regional Sales Manager. As mentioned in 37, REV has websites, Facebook pages, Instagram accounts, and Linked In pages to promote the brands and the benefits of cooperative purchasing. REV also shares Sourcewell data with its dealers when pursuing new accounts to support the use of cooperative contracts.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our view, REV and Sourcewell are partners in helping customers understand and utilize the contract. Sourcewell should continue to promote themselves and their contracts to customers at tradeshow and events for both end users (Fire Department personnel) and Procurement teams. REV spent substantial time at its annual dealer meeting not just on resources, but actually trained personnel on how to integrate cooperative purchasing contracts into their sales process. The class was titled, "Pro Tips for Leveraging Cooperative Contracts" and was taught by Crosby Grindle and Shawn Stokes from Sourcewell . It is described as perspectives from an industry expert and cooperative contract fire officer on how to leverage cooperative contracts for increased sales success, overcome objections to cooperative contracts, and how to find resources and reporting requirements.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	REV brands do not offer e-procurement ordering as orders by members are placed with a local dealer and not directly with the fire brand.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Per NFPA, when apparatus are delivered to customers, included in the standard contract is fire department truck orientation. Trainers from dealers typically present at the customer location with their apparatus. Aerial training is usually offered by REV brand trainers or 3rd party expert training teams. Training is usually 3 days to accommodate all shifts. In addition, REV operates an annual Fire Truck Training Conference (FTTC). Founded in 1994, the Fire Truck Training Conference is the industry's leading Emergency Vehicle Technician training and testing event. REV's core aim is to enhance fire service technicians' expertise and knowledge, empowering them to ensure that fire trucks and ambulances remain reliable and responsive, safeguarding their communities. During the 4 days of this training event, over 50 unique classes are held with comprehensive, hands-on education by industry experts. There are two opportunities for EVT testing and the ability connect with suppliers one-on-one during the exhibitor's reception. This event is open to any technician from a fire department or dealership (even if it's a dealer that represents a competitive brand to REV). More information at: https://revgroup.com/wp-content/uploads/2025/05/2025_FTTC_Booklet_050625.pdf	*

42	Describe any technological advances that your proposed Solutions offer.	Within each of the fire brands websites is an entire section on Innovations. Some highlights include: * E-ONE: VECTOR ALL ELECTRIC FIRE TRUCK One of the most exciting developments in the firefighting industry is here. Vector™ answers the call as the first North American-style fully electric fire truck that's innovatively engineered so firefighters can drive and pump on electric power only. Energized with proven global technology and customizable to meet your department's needs. Zero tailpipe emissions. Zero tailpipe greenhouse gas. Reduced noise pollution and quieter on scene. Vector is taking firefighting to an all-new level. * Ferrara: MAXX-Strength™ Construction Designed to face the most demanding conditions, Ferrara fire trucks are built with extra-heavy-duty MAXX-Strength Construction. FFA engineers strength into its chassis and bodies using specifically molded I-beams, thicker aluminum extrusions and robust Domex® steel frame rails. Continuous, V-channel welds and extruded 2″x 4″ gussets at each 90° joint add another level of toughness. With MAXX-Strength Construction, every Ferrara fire truck is built to be as resilient as those who operate them. * KME: FLEX-FORM™ BODY Engineered with the customer's choice of formed metal (aluminum, galvannealed steel or stainless steel), blended with a matching extruded subframe, the Flex-Form body construction delivers more compartment space in the same overall length to store all the essential gear for the job. The single-formed wall construction allows compartments to be 6″ to 8″ larger than the door openings, providing additional storage space over the entire body. * Spartan ER: SPARTAN AWD Industry-first all-wheel drive mates the Hendrickson STEERTEK with the EZ Trac front drive system to provide a better ride and outstanding traction characteristics. Spartan's AWD system provides superior cramp angles for improved turning radiuses. It also provides a low center of gravity and maintains the traditional ride height of a 2WD fire apparatus.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Environmental metrics, including energy use, water consumption, air emissions, and hazardous waste generation, are tracked monthly to understand the organization's current environmental footprint and identify opportunities for reduction. Our Sustainability Document (attached) goes into extensive detail in our initiatives (pages 16-27).	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	REV "Green" awards include: * 2025 USA Today America's Climate Leaders * 2025 Newsweek World's Greenest Companies 2025 In addition, REV manufactures an "all electric" firetruck, the Vector. The pumper uses batteries for all pumping and driving operations.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	REV Fire Group uniquely combines the power of 7 brands operating independently with the support of a corporate parent that helps them deliver outstanding technologies and unmatched customer support. Few OEMs can deliver the breadth of REV solutions that include ARFF, custom chassis, commercial chassis, wildland, pumper, rescue, tanker, aerial, industrial models. In addition, REV brands have implemented quick delivery apparatus programs for pumpers and aerials (80% of all apparatus purchased in the fire service) that offer pre-engineered solutions with deliveries currently around one year. These include the E-ONE Select Series and VM8 program, the Spartan S-180 program, and the KME and Ferrara K-180 and F-180 program. Documents with details can be found attached to this bid.	*
46	Describe how your solutions meet United States fire related standards, such as NFPA, for the equipment and products offered in your proposal, including applicable federal and state requirements.	REV vehicles are constructed with full compliance to all FMVSS, DOT, and NFPA 1900 standards. Each vehicle is 3rd party tested at all brand locations, per NFPA to ensure compliance to the specification and that it meets all construction, pumping, and electrical standards. UL's VIP program is also utilized at many of the facilities.	
47	Describe how your solutions meet Canadian fire related standards such as NFPA, and CAN/ULC S515 for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	REV vehicles are constructed with full compliance to all CMVSS, DOT, and NFPA 1900 standards. Each vehicle is 3rd party tested at all brand locations, per NFPA to ensure compliance to the specification and that it meets all construction, pumping, and electrical standards. UL's VIP program is also utilized at many of the facilities for both NFPA and the CAN/ULC S515.	
48	Describe available service and repair options for the equipment and products offered in your proposal and how the process works with those servicing the equipment.	REV fire brand dealers offer a full range of in-house and mobile service. Should a fire customer require warranty repair, service, maintenance or parts, they're first contact is to their local dealer. REV dealers also offer additional services that includes engine and transmission repair and pump testing. REV dealers are trained to support our vehicle, but should they require additional support, our warranty administration, tech support, and factory technician teams are available.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	N/A	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
55		Small Business Enterprise (SBE)	◉ Yes ○ No	Absolute Fire Protection, E-ONE dealer in N. NJ.	*
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Payment for apparatus is made by the Sourcewell member to the dealership. Terms are generally COD unless otherwise negotiated (i.e.Net 30). Refurbishment and remount services generally require some level of down payment. Should a member wish to pre-pay for their apparatus, REV offers a simple interest discount (currently at 5%) to the member (new trucks only, excludes remount and refurbishment). Payment is via check, ACH or wire transfer.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	REV customers have the options of leasing and financing from REV Financial, multiple 3rd party leasing companies, or their local bank. REV's financial services division offers a full product portfolio including Full Payout Loans, Leasing, Trac Leasing, Fair Market Value Leases, and Municipal Leases. There are flexible payment schedules and the application process is quick and easy.	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Typically there are four documents associated with each purchase: 1) PO or contract from Member to Dealer (varies based upon Member procurement process) 2) PO from dealer to REV for the apparatus (varies based upon Dealer) 3) Specification satisfying the Member's requirements (varies per brand and customer). An example can be found in the Documents section. 4) A drawing to give a visual representation of the proposed apparatus. An example can be found in the Documents section.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	REV brands are offering product-category discounts. A price list and related documents can be found in the Documents section of the submission. Each REV brand has an online configuration tool utilized by its authorized dealers to generate the unique specifications and pricing for each customer's request. The tool contains thousands of options for fire departments to select from and generates a detailed specification and a list/market price. That price is then discounted per the matrix for Sourcewell members. Any additional items like extended warranties, maintenance contracts, or taxes are added for a final purchase price. An example of the related documents is attached to this submission.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	REV brands are offering product-category discounts. Trucks are competitively priced within the dealer quotation tool. REV offers additional discounts to Sourcewell members that range from 3-5% off a list/market price.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	REV's Sourcewell pricing takes into consideration the overall expected volume of the contract. However, when members make multiple unit purchases in a single order, REV may extend additional discounts based upon the quantity and model of apparatus.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Any open market sourced item or service will be quoted as a separate quote or line item within the proposal so the member clearly understands the purchase price for those items.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Each proposed final price to a member includes all items requested including delivery, training, equipment mounting, and inspections trips, etc. Such items are proposed by the REV dealer in the total purchase price and can be broken out as detailed line items whenever requested.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Each apparatus quotation from the dealer to the member is uniquely created and presented with all associated costs. Almost without exception, the final quote and pricing includes delivery to the end user's location.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As reviewed in Question 67, each quote includes all charges including delivery. Any costs associated with driveaway, transport by rail, or ocean freight would be detailed and included in the final purchase price.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Trucks leave REV factories via a driveaway service with bonded and insured professional drivers. On many occasions they are first delivered to the dealership for vehicle cleanup, prep, and installation of equipment and then delivered to the member.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Upon order entry at the REV brand, if a cooperative contract was utilized, it is noted and tracked within the order entry system. The administrative fees associated with the contract are held in an account awaiting payment at the time of quarterly reporting. Regional Sales Managers utilize shipment data provided by the REV brand and dealer to assist with quarterly sales reporting to the contract (i.e. Sourcewell).	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sales Directors/Managers at each REV brand have past sales performance under the existing Sourcewell contract in place now. The are responsible for reporting deliveries to Sourcewell. Managers will track historical performance by quarter over a 5-year period to see if we are having success in growing Sourcewell usage.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	REV Group is proposing a flat fee structure for contract usage. $1500 for any vehicle with a commercial chassis (i.e. Ford, International, Freightliner, Kenworth), $1750 for any custom chassis pumper, tanker, rescue, industrial, ARFF or WUI and $2000 for any aerial truck. For service, remount, and refurbishment the fee would be .75%, not to exceed $1500.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	This pricing is consistently best in class for REV cooperative contracts across the board.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A, 7B, 7C and 7D)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	REV brands are offering a full line of both structural apparatus and specialty vehicles. This includes Aerials (ladders, platforms, SQRT, and tractor drawn), Pumpers (structural, industrial, off road), Rescues (light and heavy duty--walk-in, walk-around and combination), Wildland (mini-pumper, urban interface), Tanker, and ARFF vehicles. Including finance, refurb, and service options. Complementary products and services are also offered including equipment and mounting, service, maintenance contracts, and refurbishments.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Structural Apparatus and Comprehensive Solutions including aerials, pumpers, rescues, wildland, tanker, and ARFF. As well as complementary products and services.	*
76	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	REV Dealerships offer a full range of services including remount and refurbishing services. This includes frame rail replacement, aerial repairs, body and paint work, electrical system upgrades, and new chassis for existing bodies.	*
77	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Apparatus base warranty is one year (two years on Spartan chassis). Several components have manufacturers' warranties that range from 2 years to lifetime. Administration of warranties for end-users is at their local, authorized dealer who works in conjunction with their REV brand warranty team and in certain cases, a major component supplier. Items under REV warranty are repaired or replaced at no cost to the end-user for parts, labor or travel. Major components used in Company apparatuses are not covered by the limited warranty issued by Company. Instead the Original Equipment Manufacturers (“OEM”) of these Major Components issue warranties and have separate warranty procedures which must be followed by the Dealer, Service Center, and Customer. The dealer is responsible for both sales and warranty coverage for all areas of their Area of Responsibility (AOR).	*
78	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranty issues typically passed on to the original equipment manufacturer?	The base vehicle warranty is covered and administered by REV and its dealer. Select Major Components have separate warranty procedures which must be followed by the Dealer, Service Center, and Customer. Major Components include, but are not limited to: • Commercial chassis • Engines • Transmissions • Axles • Tires • Batteries • Fire Pumps • Line Voltage Generators • Breathing Air Systems Most often the dealer is either an authorized service center to administer the warranty or works in conjunction with a local authorized warranty repair center to assist the fire department with all warranty and service.	*
79	Describe any service contract options or extended warranties being offered with your proposal.	REV brand dealers offer service, maintenance, and testing contracts to their customers as part of an overall apparatus solution. In addition, REV dealers offer 3rd party warranty coverage which has two levels of coverage: basic powertrain and full exclusionary, which includes coverage for all of the vehicle's factory-equipped mechanical and electrical parts—except those that are excluded by the terms and conditions. Excluded items include, but are not limited to, tires, windshield glass, upholstery, or structure. All coverage has unlimited mileage, zero-dollar deductible, and is transferable and renewable. Additional coverage is available for pump/pump panel, aerials, electric vehicle batteries, and more. All new vehicle coverage can start as the OEM coverage expires, and coverage can also be used for any vehicles presently in service to help reduce the annual repair budget and total cost of ownership.	*

Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7B: Category 1: Structural Apparatus and Comprehensive Solutions - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
80	Pumper trucks, aerial trucks, tanker/tender or water supply trucks, and quints	◉ Yes ○ No	A full line of commercial and custom pumpers and tankers, as well as a wide range of aerials and quints.	*
81	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 77 above	◉ Yes ○ No	Equipment as ordered with the apparatus for which there is not a Sourcewell offering.	*
82	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 77 - 78 above	◉ Yes ○ No	A full range of service, refurbishment, remount, maintenance and training as delivered by REV dealers.	*
83	Category 1 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment and Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	◉ Yes ○ No	Specialty vehicles including rescue, wildland and interface apparatus.	*

Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7C: Category 2: Specialty Apparatus and Equipment - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
84	Specialty apparatus including but not limited to: aircraft rescue and firefighting (ARFF), command and communication units, mobile foam units, and custom rescue trailers	○ Yes ○ No		*
85	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 81 above	○ Yes ○ No		*
86	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 81 - 82 above	○ Yes ○ No		*
87	Category 2 responders MAY include COMPLEMENTARY Brush and Wildland Urban Interface (WUI) Apparatus solutions in their response	○ Yes ○ No		*

Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Category 3: Brush and Wildland Urban Interface (WUI) Apparatus - Proposers may submit in Category 1 OR Category 2 OR Category 3, NOT MULTIPLE

Line Item	Category or Type	Offered *	Comments	
88	Wildland firefighting apparatus, such as brush trucks and wildland urban interface (WUI) units	○ Yes ○ No		*
89	Equipment, options, accessories, components, and supplies complementary to the offering of the unit types described in 85 above	○ Yes ○ No		*
90	Related services including installation, customization, remounting, refurbishment, inspection, maintenance, repair, training, and support, directly related to the offering in 85 - 86	○ Yes ○ No		*
91	Category 3 responders MAY include COMPLEMENTARY Specialty Apparatus and Equipment solutions in their response	○ Yes ○ No		*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - REV Price List.pdf - Monday August 11, 2025 09:34:41
- Financial Strength and Stability - Q13-Financial Strength-Q2 Results and SEC 10-Q.pdf - Thursday July 24, 2025 07:29:58
- Marketing Plan/Samples - REV Marketing Summary.pdf - Thursday July 24, 2025 08:03:26
- WMBE/MBE/SBE or Related Certificates - Dealer List and SBE Cert for Absolute.pdf - Thursday July 24, 2025 07:55:19
- Standard Transaction Document Samples - Sourcewell Verification and Standard Transcation Documents.pdf - Thursday July 24, 2025 08:16:27
- Upload Additional Document - REVC0071_2024-SustainabilityReport_FINAL.pdf - Thursday July 24, 2025 07:33:41
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Philip Gerace, Director of Dealer Development, REV Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Apparatus_RFP_082025 Wed August 6 2025 04:28 PM	☑	2
Addendum_6_Firefighting_Apparatus_RFP_082025 Mon August 4 2025 05:42 PM	☑	1
Addendum_5_Firefighting_Apparatus_RFP_082025 Thu July 31 2025 04:55 PM	☑	1
Addendum_4_Firefighting_Apparatus_RFP_082025 Fri July 25 2025 04:25 PM	☑	2
Addendum_3_Firefighting_Apparatus_RFP_082025 Wed July 23 2025 04:42 PM	☑	3
Addendum_2_Firefighting_Apparatus_RFP_082025 Thu July 3 2025 03:37 PM	☑	1
Addendum_1_Firefighting_Apparatus_RFP_082025 Wed July 2 2025 03:49 PM	☑	1











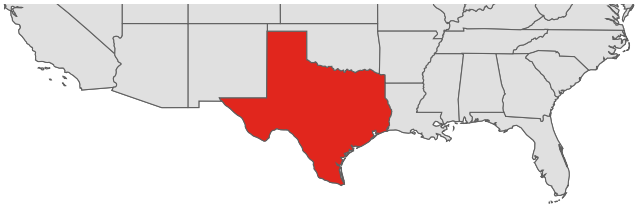


DEALER LOCATOR


AN


SMEAL





METRO FIRE APPARATUS SPECIALISTS INC.

Address: 17350 State Highway 249, Suite 250, Houston, TX 77064

Contact: 713-692-0911

VISIT DEALER WEBSITE

Territories: Texas

MANSFIELD LOCATION

Address: 625 S Wisteria Street Suite 121, Mansfield, TX 76063-2528

Contact: 817-467-0911

SOUTH HOUSTON LOCATION

Address: 514 Michigan St., South Houston, TX 77587-3221

Contact: 713-475-2411

SAN MARCOS LOCATION

Address: 4794 Transportation Way, Building 3, Suite 300, San Marcos, TX 78666-3768







FIRE TRUCKS
DEALER LOCATOR
NEWS
GALLERY
CONTACT
CAREERS









Charlotte, MI 48813
Phone: 517-588-4700

Ephrata, PA
68 Cocalico Creek Road
Ephrata, PA 17522
Phone: 605-582-4000
Technical Support & Service
Dave Evans: 717-588-2404
Ken Lund: 717-588-2390

Snyder, NE
610 W 4th St.
Snyder, NE 68664
Phone: 402-769-2273

LOCATIONS

Brandon, SD
907 7th Ave North
Brandon, SD 57005
Phone: 605-582-4000

Charlotte, MI
1541 Reynolds Rd
Charlotte, MI 48813
Phone: 517-588-4700

Ephrata, PA
68 Cocalico Creek Road
Ephrata, PA 17522
Phone: 605-582-4000

Snyder, NE
610 W 4th St.
Snyder, NE 68664
Phone: 402-769-2273




TAN


SMEAL



Quotation Summary Worksheet

City of Duncanville, Texas
Procurement Division

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $50,000 require at least three (3) vendor quotes.
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
   (a) Attach copies of the vendor's responses to this Summary Worksheet.
   (b) Quotes must be dated 30 days or less.
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
   (a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs,
   (f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the City's needs, the award should be made to the lowest bidder.
6) Purchases in excess of $50,000 shall be brought to Purchasing for discussion and will require Council approval.

Informal Bids Tabulation Summary

Requisition #:	VENDOR #1	VENDOR #2	VENDOR #3	HUB #1	HUB #2
Vendor Name:	Metro Fire Apparatus Spec.	Siddons Martin			
Quoted By (Contact Name):	Brain Cudaback	Scott Beckwith			
DELIVERY TIME	650 days	600 days			
WARRANTY TERMS	2 yr bumper to bumper 10 yr Cab structure 5 yr Engine 10 yr Emissions 5 yr Transmission 7 yr Pump Lifetime - Water Tank 10 yr Paint 20 yr Aerial 50 yr Frame/crossmember 2 yr Electical	2 yr bumper to bumper 10 yr Cab structure 10 yr LED lights 5 yr Engine 54 months Camera systems 5 yr Emissions 5 yr Transmission 7 yr Pump 5 yr Aerial Hydraulic 3 yr Aerial Seals 4 yr Aerial Paint 20 yr Aerial Structural 10 yr Water Devices 10 yr Paint Fire Truck 50 yr Frame/crossmember 5 yr Electical 5 yr Front/Rear Suspension			

PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	VENDOR #1 UNIT PRICE	VENDOR #1 EXTENDED PRICE	VENDOR #2 UNIT PRICE	VENDOR #2 EXTENDED PRICE	VENDOR #3 UNIT PRICE	VENDOR #3 EXTENDED PRICE	HUB #1 UNIT PRICE	HUB #1 EXTENDED PRICE	HUB #2 UNIT PRICE	HUB #2 EXTENDED PRICE
Spartan 107' Rear mount Gladiator Chassis	1	1	ea	$2,017,740.00	$2,017,740.00				$0.00		$0.00		$0.00
Pierce Velocity Aerial HD Ladder 107' ASL	1	1	ea			$2,167,990.00	$2,167,990.00		$0.00		$0.00		$0.00
Full Pre-payment Discount	2	1	ea	-$116,000.00	-$116,000.00	-$100,816.00	-$100,816.00		$0.00		$0.00		$0.00
Additional Pre-Pay Chassis Discount	3	1	ea	$0.00	$0.00	-$22,193.00	-$22,193.00		$0.00		$0.00		$0.00
Additional Pre-pay Aerial Discount	4	1	ea	$0.00	$0.00	-$7,459.00	-$7,459.00		$0.00		$0.00		$0.00
Cooperative Contract Fee	5	1	ea	$2,000.00	$2,000.00	$2,000.00	$2,000.00		$0.00		$0.00		$0.00
									$0.00		$0.00		$0.00
Optional: Fire Fighting Equipment Make Ready									$0.00		$0.00		$0.00
Equipment & Make Ready for Fire Fighting		1	ea	$318,668.00	$318,668.00	$0.00	$0.00		$0.00		$0.00		$0.00
Make Ready and equipment is mounting all of the equipment, fabricating EMS cabinets, intercom system, mounting flashlights etc. and anything else on the list. Alot of this is fabrication work, some is mounting equipment. The additional sheet what is consider loose equipment that the department desires to include on the truck. Air Packs, rescue tools adapters etc. is included on this list.									$0.00		$0.00		$0.00
									$0.00		$0.00		$0.00
			BASE UNIT SUBTOTAL		**$1,903,740.00**		**$2,039,522.00**		**$0.00**		**$0.00**		**$0.00**
			Optional Make Ready		$318,668.00								
			TOTALS		**$2,222,408.00**		**$2,039,522.00**		**$0.00**		**$0.00**		**$0.00**
			PAYMENT TERMS		discount noted above for prepayment		discount noted above for prepayment						
			F.O.B. SHIPPING TERMS		FOB Destination		FOB Destination						
			DELIVERY DATE (APPROXIMATE)		650 Days		600 Days						

*** DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.**

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

The lowest cost supplier is detailed in the Subtotal column for the base unit, less the pre-payment discount, and adding the cooperative fee.

The optional costs are for the additional "fire fighting" equipment, and the installation. The installation of the purchased (new) equipment is free of charge.

Over the past 8 years the City has expended 1.9 million dollars in repairs for Fire Engines with Siddons Martin. All current units (2 service) and (2 reserve) were purchased previously from Siddons Martin (Pierce Manufacturing)

*** Name of Person Completing this Form:** Elton D. Brock, Chief Procurement Officer *** Signature:** _____

E-mail Address: elton.brock@duncanville.com **Date Completed:** 7/2/2026

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 8.3.2023

RESOLUTION NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PROCUREMENT OF A NEW SPARTAN QUINT FIRE APPARATUS FROM METRO FIRE APPARATUS SPECIALISTS, INC. THROUGH A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, CONTRACT #082025-RVG-4; AUTHORIZING AN AMOUNT OF $2,338,408.00 ($2,222,408.00 – PRICE OF VEHICLE, $111,120.40 – 5% CONTINGENCY) TO BE APPROPRIATED FROM THE UNAPPROPRIATED BALANCE OF THE ONE-TIME PROJECTS FUND; AUTHORIZING THE EXPENDITURE OF THE SAME AMOUNT FOR SAID PURPOSE; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure a new fire quint apparatus as part of safe and efficient Fire Department operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Sourcewell for products and services; and

WHEREAS, Sourcewell has awarded contract number 082025-RVG-4 to Metro Fire Apparatus Specialist, Inc. for fire apparatus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1: The City Council of the City of Duncanville does hereby authorize the procurement of a new Spartan Quint fire apparatus from Metro Fire Apparatus Specialists, Inc., through a Sourcewell Cooperative Purchasing Agreement, Contract #082025-RVG-4.

SECTION 2: The City Council of the City of Duncanville authorizes the pre-payment for the purchase of the fire apparatus.

SECTION 3: The City Council of the City of Duncanville does hereby authorize an amount of $2,333,528 ($2,222,408.00 – price of vehicle and upfitting, $111,120.40 – 5% contingency) to be appropriated from the unappropriated balance of the One-Time Projects Fund; and further authorizing the expenditure of the same amount for the purpose identified in Section 1.

SECTION 4: The City Council of the City of Duncanville hereby authorizes the Interim City Manager to execute the appropriate and necessary documents and/or purchase orders.

SECTION 5: This Ordinance shall become effective immediately upon its passage.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the _21st__ day of __July_____ 2026.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Siddons-Martin Emergency Group, LLC
1506 Interstate 35 W
Denton TX 76207-2402
GDN P115891
TxDMV Dealer License No. A173067

July 02, 2026

James Leary,

DUNCANVILLE FIRE DEPARTMENT
1530 S MAIN ST, DUNCANVILLE, TX 75137

CITY OF DUNCANVILLE
P.O. BOX 380280, DUNCANVILLE, TX 75138-0280

Proposal For: 2026 Duncanville Quint

Siddons-Martin Emergency Group, LLC, is pleased to provide the following proposal to DUNCANVILLE FIRE DEPARTMENT. Unit(s) will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB and training on the operation and use of the apparatus.

Description	Amount
Qty. 1 - 1545 - Pierce-Custom - Velocity - Aerial, HD Ladder 107' ASL Tandem, PUC **Unit Price - $2,167,990.00** Delivery within 20-21 months of ordered date Quote - 0011891 - 2	
Vehicle Price	$2,167,990.00
Chassis Prepay Discount	($22,193.00)
Aerial Prepay Discount	($7,459.00)
Full Prepay Discount	($100,816.00)
1545 – Unit Total	**$2,037,522.00**
Subtotal	$2,037,522.00
HGAC FS12-23 (FIRE)	$2,000.00
Total	**$2,039,522.00**

Price guaranteed until 02/28/2025.

Prepayment Discount: To receive the prepayment discount(s), if quoted, above, the Customer must pay the applicable prepayment invoice in full within forty-five (45) days of the invoice date, unless otherwise agreed in writing by Siddons-Martin Emergency Group.

Taxes: Tax is not included in this proposal. If the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Payment Terms: Unless otherwise specifically noted and agreed upon in writing by Siddons-Martin Emergency Group, all invoices are net due upon delivery and acceptance of the apparatus. Any alternate payment terms must be expressly approved in advance and documented in a signed agreement or purchase order executed by both parties. Payments not received when due shall be subject to the late fee provisions stated below, accruing from the date payment was due until paid in full. Siddons-Martin Emergency Group reserves the right to delay delivery, withhold release of title or documentation, or impose additional charges if agreed payment terms are not met. Title and ownership of the apparatus shall not transfer to the Customer until full payment has been received by Siddons-Martin Emergency Group.

If the apparatus and any associated loose equipment, poly components, or upfitting items are purchased under a single purchase order, Siddons-Martin Emergency Group will invoice for the total purchase price upon Customer's acceptance of the apparatus, excluding any ancillary, incidental, or non-essential outstanding items. For purposes of this Agreement, "outstanding items" may include, without limitation, loose equipment, accessories, minor apparatus upfitting, punch-list items, or post-delivery buildout components that do not materially impair the Apparatus's intended operational use.

If Customer requests delivery of loose equipment, poly components, or upfitting items prior to delivery of the apparatus, Siddons-Martin Emergency Group may condition such early delivery on advance payment of the total purchase price or written confirmation that such payment has been authorized by Customer.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due. After 30 days, the late fee increases to .044% per day until the payment is received.

Cancellation: In the event this proposal is accepted then cancelled or terminated by the Customer before completion of the order (meaning before final acceptance, delivery, and payment in full for the apparatus), Siddons-Martin Emergency Group may assess a cancellation fee as liquidated damages to recover costs incurred. All cancellations must be submitted in writing and signed by an

authorized representative of the Customer. The following schedule will be applied based on the stage of completion at the time of cancellation:
(A) 10% of the Purchase Price after the order is accepted and entered by the manufacturer;
(B) 20% of the Purchase Price after completion of preliminary engineering drawings prepared for Customer review ("Approval Drawings"), whether or not the Customer has yet approved such drawings;
(C) 30% of the Purchase Price upon any material requisition or the start of production.
(D) If cancellation occurs after the apparatus has entered the production process, the Customer will be responsible for the difference between the Purchase Price and any resale price obtained by Siddons-Martin Emergency Group, plus any costs incurred by Siddons-Martin Emergency Group to conduct such resale. Siddons-Martin Emergency Group will make reasonable efforts to mitigate such costs through resale to another purchaser.
For purposes of this section, "Purchase Price" means the total sale price of the apparatus, exclusive of taxes and any approved change order items not yet invoiced. The cancellation fee will increase accordingly as costs are incurred through engineering, materials procurement, or manufacturing. Invoices for cancellation fees are due within thirty (30) days of issuance. Any unpaid balance thereafter will accrue interest or late fees at the same rates and in the same manner as provided under the Late Fee section of this proposal.

Force Majeure: Siddons-Martin Emergency Group shall not be liable for any failure or delay in the performance of its obligations if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, natural disasters, armed conflicts, acts of terrorism, labor disruptions, supply chain disruptions, governmental mandates, or any other events that are unforeseeable and unavoidable by Siddons-Martin Emergency Group. Should Siddons-Martin Emergency Group encounter such force majeure event, it shall promptly notify Customer in writing and shall use all reasonable efforts to mitigate the effects of the force majeure event and resume the performance of its obligations as soon as practicable.

Purchase price may be subject to new or increased tariffs, duties, taxes, or other governmental charges levied against, or made applicable to, the vehicle or any component thereof after the date of this proposal. Should such fees be enacted prior to order completion, Siddons-Martin Emergency Group reserves the right to revise the final cost to reflect the additional fees and will provide notice of any such adjustment.

Acceptance: To ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

I, _____, the authorized representative of DUNCANVILLE FIRE

DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Customer Authorized Representative	Sales Representative
_____	_____
Signature and Date	Signature and Date

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Discussion and consideration of all matters incident and related to the issuance and sale of "City of Duncanville, Texas, Combination Tax and Surplus Revenues Certificates of Obligation, Taxable Series 2026A"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the city and a pledge of the surplus revenues of the City's Waterworks and Sewer System; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Infrastructure and Asset Management

STAFF RESPONSIBLE:
Richard Jackson
Matt Bryant
Shahad_Mohammed User

BACKGROUND/HISTORY:
The City applied to the Texas Water Development Board (TWDB) for financial assistance to improve and extend the City's waterworks system, including the replacement of lead service lines. TWDB issued a loan commitment for a total of $2,877,551, consisting of:

- TWDB purchase of Certificates of Obligation: $1,410,000
- Principal Forgiveness Agreement: $1,467,551

These funds support improvements associated with Project No. 63059, including water system improvements and lead service line replacements.

A Notice of Intention to issue Certificates of Obligation (COs) was published in accordance with state law in the *Rambler* on May 30 and June 6, 2026, and posted continuously on the City's website for at least 45 days. A prior notice on May 16 required republication due to a publication defect.

No petition protesting the issuance was submitted by at least 5% of qualified voters within the statutory period.

The funding will support critical water infrastructure needs, including compliance with federal requirements for lead service line replacement. These improvements will enhance system reliability and public health protection.

POLICY EXPLANATION:

Approval of this ordinance supports City policy aimed at maintaining safe, reliable, and compliant utility infrastructure through strategic capital investment. Issuing Certificates of Obligation provides the financing mechanism necessary to complete mandated improvements, including lead service line replacements, in coordination with Texas Water Development Board funding requirements. This approach minimizes local financial burden through the use of principal forgiveness and 0% interest financing, while ensuring that the City meets state and federal standards for drinking water infrastructure, fiscal responsibility, and long-term service sustainability.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

DUNCANVILLE - Ordinance_2026A COs (TWDB), DUNCANVILLE - Paying Agent Agreement, DUNCANVILLE - Escrow Agreement (TWDB), DUNCANVILLE - Opinion, DUNCANVILLE - Sig No-Lit Certificate

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of "CITY OF DUNCANVILLE, TEXAS, COMBINATION TAX AND SURPLUS REVENUES CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2026A"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the city and a pledge of the surplus revenues of the City's Waterworks and Sewer System; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City of Duncanville, Texas (the "City") has received a loan commitment from the Board to provide financing in the amount of $2,877,551 to finance the costs of improving and extending the City's waterworks system, including the acquisition of land and rights-of-way therefor identified as Project No. 63059, and such financial assistance is to be evidenced by (i) the Board's purchase of certificates of obligation in the principal amount of $1,410,000 payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the surplus Net Revenues (as defined in Section 10 hereof) of the City's waterworks and sewer system and (ii) a Principal Forgiveness Agreement in an amount of $1,467,551; and

WHEREAS, notice of the intention of the City to issue such certificates of obligation (the "Notice") in the maximum principal amount of $1,410,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, improving, extending and equipping the City's waterworks system, including lead service line replacements and (ii) professional services rendered in connection therewith, has been (a) duly published in the *Rambler*, a newspaper of general circulation in the City of Duncanville, Texas, on May 16, 2026, and such notice designated July 7, 2026, as the tentative date the City Council would consider the ordinance authorizing the issuance of the certificates; and

WHEREAS, due to defect in publication, the City republished notice in accordance with the Act, designating July 21, 2026 as the date the City Council would consider the ordinance authorizing the issuance of the certificates.

WHEREAS, a revised "Notice of Intention to Issue City of Duncanville, Texas, Certificates of Obligation" was (a) duly published in the *Rambler*, a newspaper hereby found and determined to be of general circulation in the City of Duncanville, Texas, on May 30, 2026 and June 6, 2026, the date of the first publication of such notice being not less than forty-six (46) days prior to the date of the passage and adoption of this Ordinance and (b) duly published continuously on the City's website for at least forty-five (45) days before the date of the passage of this Ordinance; and

WHEREAS, City representatives provided notice to the public that City Council would not meet on the previously designated date but would consider the ordinance authorizing the issuance of the Certificates on the date hereof; and

WHEREAS, the City Council hereby finds and determines that the time period for qualified voters of the City to submit a petition as authorized by Section 271.049, Texas Local Government

Code has remained open from the date of the adoption of the resolution authorizing the giving of the Notice to the date hereof; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the Notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, the City Council hereby finds and determines that the certificates of obligation described in the Notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS THAT:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of $1,410,000 to be designated and bear the title "CITY OF DUNCANVILLE, TEXAS, COMBINATION TAX SURPLUS REVENUES CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2026A" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) constructing, improving, extending and equipping the City's waterworks system, including lead service line replacements (the "Project") and (ii) professional services rendered in connection therewith, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2. Fully Registered Obligations - Certificate Date - Authorized Denominations - Stated Maturities - Interest Rates. The Certificates are issuable in fully registered form only, shall be dated September 1, 2026 (the "Certificate Date"), and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") in accordance with the following schedule:

Year of Stated Maturity	Principal Amount ($)
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	

The Certificates shall pay no interest.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal on the Certificates, due by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Such payments shall be payable, without exchange or collection charges, to the Holder in any coin or currency of the United States

of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of U.S. Bank Trust Company, National Association, Houston, Texas, or its assigns to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. The City agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office (defined below) of the Paying Agent/Registrar, books and records relating to the registration, payment, and transfer of the Certificates (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary or Deputy City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity duly qualified and legally authorized to act as and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice of the change to be sent to each registered owner of the Certificates by first class United States mail, postage prepaid; and such notice shall also give the address of the new Paying Agent/Registrar.

Principal on the Certificates, shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 4. Redemption.

(a) Optional Redemption. The Certificates shall be subject to redemption prior to maturity, at the option of the City on September 1, 2036, or any date thereafter, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar) at the redemption price of par, payable on the redemption date.

(b) Exercise of Optional Redemption Option. Not less than forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of: (1) the decision to redeem Certificates, (2) the principal amount of each Stated Maturity to be redeemed, and (3) the date of redemption.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding, which is obtained by dividing the principal amount of such Certificates by $5,000, and shall select by lot the Certificates to be redeemed within such Stated Maturity.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by first class United States mail, postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall: (1) specify the date of redemption for the Certificates, (2) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (3) state the redemption price, (4) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and (5) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender for transfer of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, and of like aggregate principal amount as the Certificates surrendered for exchange upon the surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by first class United States mail, postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer under this Section are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any Certificate registered and delivered pursuant to Section 24 hereof in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7. Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary or Deputy City Secretary. The signatures of said officers and the seal of the City on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially as set forth in the form of the Initial Certificate(s) provided in Section 9B, executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially as set forth in the form of the definitive Certificates provided in Section 9C, manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered, and delivered.

SECTION 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued either as (i) a single fully registered certificate in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 and numbered T-1 or, alternatively, (ii) as one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor

definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration of the Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or be determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference to such a portion on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof, but the Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide (i) for issuance of one fully registered Certificate for the Stated Maturity in the aggregate principal amount of such Stated Maturity and (ii) for registration of such Certificate in the name of a securities depository, or the nominee thereof. While any Certificate is registered in the name of a securities depository or its nominee, references herein and in the Certificates to the holder or owner of such Certificate shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Single Initial Certificate.

REGISTERED REGISTERED
NO. T-1 $1,410,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF DUNCANVILLE, TEXAS
COMBINATION TAX SURPLUS REVENUES
CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2026A

Certificate Date: September 1, 2026

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: ONE MILLION FOUR HUNDRED TEN THOUSAND DOLLARS

The City of Duncanville (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Dallas, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated, on February 15 in each of the years and in principal installments in accordance with the following schedule:

YEAR	PRINCIPAL INSTALLMENTS ($)	INTEREST RATE (%)
		-0.00-

(Information to be inserted from Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption). No interest will be paid on this Certificate. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by U.S. Bank Trust Company, National Association, Houston, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in St. Paul, Minnesota, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). All payments of principal on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is issued in the aggregate principal amount of $1,410,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, improving, extending and equipping the City's waterworks system, including lead service line replacement (the "Project") and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

The Certificates shall be subject to redemption prior to maturity, at the option of the City on September 1, 2036, or any date thereafter, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar) at the redemption price of par, payable on the redemption date.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by first class United States mail, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

This Certificate is payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and is additionally payable from and secured by a lien on and pledge of the surplus Net Revenues of the City's waterworks and sewer system (the "System"), as provided in the Ordinance. In the Ordinance, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the surplus Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificate; the properties constituting the System; the surplus Net Revenues pledged to the payment of the principal of and interest on this Certificate; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal on the Certificates by the levy of a tax and a pledge of and lien on the surplus Net Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF DUNCANVILLE, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
[City Secretary][Deputy City Secretary]

(City Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate(s) Only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	

THE STATE OF TEXAS §

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

(Seal)

D. Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The office of the Paying Agent/Registrar in St. Paul, Minnesota, is the Designated Payment/Transfer Office for this Certificate.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas,
as Paying Agent/Registrar

Registered this date:
_____

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____
_____
_____
(Social Security or other identifying number:)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

F. Form of Definitive Certificates.

REGISTERED
NO. ____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF DUNCANVILLE, TEXAS
COMBINATION TAX AND SURPLUS REVENUES
CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2026A

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP NO.
September 1, 2026	-0.00-%	February 15, 20__	_____

Registered Owner:

Principal Amount: DOLLARS

The City of Duncanville (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Dallas, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption). Principal of this Certificate shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in St. Paul, Minnesota, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). All payments of principal on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $1,410,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) constructing, improving, extending and equipping the City's waterworks system, including lead service line replacements (the "Project") and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local

Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

The Certificates shall be subject to redemption prior to maturity, at the option of the City on September 1, 2036, or any date thereafter, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar) at the redemption price of par, payable on the redemption date.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by first class United States mail, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and pledge of the surplus Net Revenues of the City's Waterworks and Sewer System (the "System"), as provided in the Ordinance. In the Ordinance, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the surplus Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the surplus Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature, extent, and manner of enforcement of the pledge; the terms and

conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and, for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal on the Certificates by the levy of a tax and a pledge of and lien on the surplus Net Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF DUNCANVILLE, TEXAS

_____

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____

[City Secretary][Deputy City Secretary]

(City Seal)

SECTION 10. Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following definitions are provided:

(a) The term "Additional Certificates" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of Subchapter C of Chapter 271 of the Texas Local Government Code, as amended, or any similar law hereafter enacted, and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues as provided in Section 13 hereof.

(b) The term "Board" means the Texas Water Development Board, the initial purchaser of the Certificates.

(c) The term "Certificates" shall mean the "City of Duncanville, Texas, Combination Tax and Surplus Revenues Certificates of Obligation, Taxable Series 2026A" authorized by this Ordinance.

(d) The term "Certificate Account" shall mean the special account created and established under the provisions of Section 11 of this Ordinance.

(e) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(f) The term "Fiscal Year" shall mean the twelve-month operating period ending on September 30th of each year unless otherwise designated by the City.

(g) The term "Gross Revenues" shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of any Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.

(h) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date

of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(i) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues". Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

(j) The term "Net Revenues" for any period means the Gross Revenues of the System less Maintenance and Operating Expenses of the System.

(k) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 26 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and for which (i) replacement Certificates have been registered and delivered in lieu thereof or (ii) have been paid, all as provided in Section 24 hereof.

(l) The term "Prior Lien Obligations" shall mean all bonds or other obligations now outstanding and hereafter issued which by the terms of the related authorizing ordinance are made payable from and secured by a lien on and pledge of the Net Revenues of the System, which is prior in right to the lien on and pledge of the Net Revenues securing the payment of the Certificates and all bonds hereafter issued to refund any part of Prior Lien Obligations.

(m) The term "Series 2026 Limited Pledge Certificates" shall mean the "City of Duncanville, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026", dated May 1, 2026.

(n) The term "System" shall mean all properties, plants, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future extensions, improvements, replacements and additions thereto.

SECTION 11. Certificate Account. To provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special fund or account to be designated "SPECIAL 2026A COMBINATION TAX AND SURPLUS REVENUES CERTIFICATE OF OBLIGATION ACCOUNT" (the "Certificate Account"), which fund or account shall be maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds, and moneys deposited in said fund or account shall be used for no other purpose. The Mayor, Mayor Pro Tem, City Administrator, City Secretary and Deputy City Secretary, any one or more of said officials of the City, are hereby authorized and directed to make withdrawals from said fund or account sufficient to pay the principal on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Account (on or prior to a principal payment date) an amount sufficient to pay the amount of principal falling due on the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Account may, at the option of the City, invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from said Account will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Account shall be credited to, and any losses debited to, such account. All investments in the Certificate Account shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12. Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Account. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates or any other legally available funds are actually on deposit in the Certificate Account in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Account; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year thereby reducing the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Account each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Account equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations and Additional Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Account until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Account;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Account for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System that produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding waterworks or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

SECTION 13. Pledge of Surplus Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues to the payment and security of the Prior Lien Obligations, the Net Revenues, with the exception of those in excess of the amounts required to be deposited to the Certificate Account as hereafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues, all in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14. System Fund. The City hereby covenants and agrees that all revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts, and moneys of the City, and shall be deposited as collected into the "City of Duncanville, Texas, Waterworks and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.

Second: To the payment of all amounts required to be deposited in the special funds created and established or to be created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15. Deposits to Certificate Account. The City agrees to cause to be deposited in the Certificate Account prior to a principal payment date for the Certificates from the surplus pledge of the Net Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment and security of the Prior Lien Obligations, or from ad valorem taxes or other lawfully available funds, as applicable, any amounts budgeted to be paid from the Certificate Account in such Fiscal Year.

SECTION 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Account, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set

forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 18. Special Covenants. The City hereby covenants as follows:

(i) That it has the lawful power to pledge the surplus Net Revenues supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1502, as amended.

(ii) That other than for the payment of the outstanding Series 2026 Limited Pledge Certificates and the Certificates, the Net Revenues are not pledged to the payment of any debt or obligation of the City or of the System.

(iii) That, as long as any Certificates remain Outstanding, the City will not sell, lease, or encumber the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

SECTION 19. Issuance of Prior Lien Obligations and Additional Certificates. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations and Additional Certificates without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise.

Additional Prior Lien Obligations and Additional Certificates, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of Certificates) upon such terms and conditions as the City Council may determine. Additional Certificates, if issued and payable, in whole or in part, from Net Revenues, shall not in any event be construed as payable from the pledge of the surplus Net Revenues required by this Ordinance to be budgeted and appropriated for the payment of the Certificates.

That it is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20. Sale of Certificates. The sale of the Certificates to the Texas Water Development Board (the "Purchaser" or the "Board") at the price of par, which shall be paid via wire transfer at no expense to the Board, pursuant to a loan commitment received from the Board, is hereby confirmed and determined to be in the best interest of the City. Delivery of said Certificates shall be made to said Purchaser as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale.

SECTION 21. Compliance with Texas Water Development Board Drinking Water State Revolving Fund – Lead Service Line Replacement Program Rules. In compliance with the Drinking Water State Revolving Fund – Lead Service Line Replacement Rules of the Board, the City agrees and covenants:

(a) the commitment of the Board to purchase the Certificates is contingent on a future sale of bonds by the Board or on the availability of funds on hand. If the financial assistance is funded with available cash-on-hand, the Board reserves the right to change the designated source of funds to bond proceeds issues for the purpose of reimbursing funds used to provide the financial assistance approved in the Board Resolution.

(b) the commitment of the Board to purchase the Certificates is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas that all of the requirements of the laws under which the Certificates were issued have been complied with; that the Certificates were issued in conformity with the Constitution and laws of the State of Texas; and that the Certificates are valid and binding obligations of the City.

(c) the commitment of the Board is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 371.

(d) the City agrees to comply with all of the conditions set forth in the Board Resolution, which conditions are incorporated herein.

(e) the City, or an obligated person for whom financial or operating data is presented to the Board in the application for financial assistance either individually or in combination with other issuers of the City's Certificates or obligated persons, will, at a minimum, regardless of the amount of the Certificates, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the Board were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the Board and the beneficial owners of the Certificates, if the Board sells or otherwise transfers such Certificates, and the beneficial owners of the Board 's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12.

(f) the City agrees to use any loan proceeds from the Certificates that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project that are explicitly approved by the Executive Administrator or if no enhancements are authorized by the Executive Administrator, to submit a final accounting and disposition of any unused funds.

(g) the Board may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the Board's full exercise of these remedies shall be of no force and effect.

(h) the City agrees to create and establish at an official depository of the City a "Special 2026A City of Duncanville Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Certificates and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Certificates and all funds deposited to the credit of the Construction Fund shall be held at a designated State depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257, as amended, and shall be disbursed in a timely and expeditious manner only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board in accordance with a project schedule approved by the Executive Administrator of the Board (which schedule will not be altered except for good cause shown and only with the written approval of the Executive Administrator of the Board) and as otherwise allowed by the rules.

(i) loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site except for any lead service line replacement project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines or for an EC project to address PFAs or any contaminant listed on EPA's Contaminant Candidate Lists, and to the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages arising from the activities performed by the City or its construction contractors, including their officials and employees, in connection with the project.

(j) the Board retains the option to purchase the Certificates in separate lots or on an installment basis, with delivery of the purchase price for each installment to be paid against delivery of the relevant installment of Certificates as approved by the Executive Administrator.

(k) the City will comply with all applicable Board laws and rules related to the use of the financial assistance.

(l) the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(m) the City agrees to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Certificates in amounts adequate to protect the Board's interest.

(n) the City must immediately notify Board, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition).

(o) the City will submit annually an audit prepared by a certified public accountant in accordance with generally accepted auditing standards.

(p) all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts

for the construction of the project carried out in whole or in part with the financial assistance made available shall insert in full in any contract in excess of $2,000 the contracts clauses as provided by the Board.

(q) the City shall provide the Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Unique Entity Identification Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Certificates are outstanding.

(r) all loan proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and the City shall adhere to the approved project schedule.

(s) the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines.

(t) the City shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

(u) the City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR part 184.

SECTION 22. Notices to Owners - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by first class United States mail, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 23. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 24. Mutilated, Destroyed, Lost, and Stolen Certificates. If (a) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (b) there is delivered to the City and the Paying Agent/Registrar such security or

indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 25. [Reserved].

SECTION 26. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or on a redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use will be made of any such deposit which would cause the Certificates to be treated as "arbitrage

bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 27. Proceeds of Sale. (a) Immediately following the delivery of the Certificates to the initial purchaser, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in an account to be maintained with U.S. Bank, National Association (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An “Escrow Agreement” by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor and Mayor Pro Tem and City Secretary or Deputy City Secretary of the City are hereby authorized and directed to execute such Escrow Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the “Escrow Agreement”, the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Account as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 26 hereof shall be deposited to the credit of the Certificate Account and used in a manner approved by the Executive Administrator of the Board.

(b) As provided in the Escrow Agreement, the proceeds of sale of the Certificates are held in escrow shall only be invested in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended.

(c) As provided in the Escrow Agreement, the proceeds of sale of the Certificates held in escrow pursuant to the Escrow Agreement and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of the Escrow Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, as amended.

SECTION 28. Ordinance a Contract - Amendments. The provisions of this Ordinance shall constitute a contract with the Holders; and, the City shall not amend or repeal any of the provisions of this Ordinance so long as any Certificate remains Outstanding except as permitted in this Section and Section 29 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, with the written consent of the registered owner or owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, the City may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all registered owners of Outstanding Certificates, no such amendment, addition or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor or in any other way modify the terms of payment of the principal of, premium, if any, on the Certificates; (2) give any preference to any Certificate over any other Certificate; or, (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition or rescission.

SECTION 29. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within 12 months after the end of each fiscal year, beginning in or after 2026, financial statements of the City, and (2) if audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in item 12 of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if

such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in items 15 and 16 of the immediately preceding paragraph in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 30. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

SECTION 31. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Assistant City Manager, Managing Director of Fiscal Services/CFO, Assistant Director of Fiscal Services, City Secretary and Deputy City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, Mayor, Mayor Pro Tem, City Manager, Interim City Manager, Assistant City Manager, Managing Director of Fiscal Services/CFO, Assistant Director of Fiscal Services, City Secretary and Deputy City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 32. Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP,

Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Certificates or an executed counterpart thereof shall accompany the global Certificates deposited with DTC. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 33. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 34. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 35. Inconsistent Provisions. Except as provided in Section 19 hereof, all ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 36. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 38. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 39. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 40. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

SECTION 42. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[*remainder of page intentionally left blank*]

PASSED AND APPROVED, this the 21st day of July, 2026.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

FORM OF ESCROW AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 21, 2026 (this "Agreement"), by and between the City of Duncanville, Texas (the "Issuer") and U.S. Bank Trust Company, National Association, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Duncanville, Texas Combination Tax Surplus Revenues Certificates of Obligation, Taxable Series 2026A" (the "Securities"), dated September 1, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about September 9, 2026; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09 Tax Reporting. It shall be the duty of the Bank, on behalf of the Issuer, to report to the Holders and the Internal Revenue Service, to the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, (i) the amount of "reportable payments," if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in gross income of the Holder.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or

the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____

Title: _____

Address: 8 Greenway Plaza, Suite 1100
Houston, Texas 77046

CITY OF DUNCANVILLE, TEXAS

By: _____
Mayor

Address: 203 East Wheatland Road
Duncanville, Texas 75138

Attest:

_____
City Secretary

ANNEX A

Schedule of Fees for Services as

Paying Agent, Registrar, Transfer Agent

For

City of Duncanville, Texas Tax and Waterworks and Sewer System (Surplus Pledge)Revenue

Certificates of Obligation, Series 2026A

		Amount
CTS04110	**Paying Agent / Registrar / Transfer Agent** - Annual fee for the standard paying agent, registrar and transfer agent services associated with the administration of the account. Administration fees are payable in advance.	$600.00

Direct Out of Pocket Expenses. Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Date: 04/22/2026 *U.S. Bank Personal*

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of July 21, 2026, made by and between the City of Duncanville, Texas, a political subdivision of the State of Texas in Dallas County (the "*City*"), and U.S. Bank Trust Company, National Association, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "*Bank*"), as Escrow Agent (the "*Escrow Agent*") together with any successor in such capacity:

W I TN E S S E T H:

WHEREAS, pursuant to an ordinance (the "*Ordinance*") finally adopted on July 21, 2026, the City authorized the issuance of $1,410,000 City of Duncanville, Texas, Combination Tax and Surplus Revenues Certificates of Obligation, Taxable Series 2026A (the "*Obligations"*) for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit (i) constructing, improving, extending and equipping the City's waterworks system, including lead service line replacements, and (ii) the payment of professional services rendered in connection therewith (the "*Project*"); and

WHEREAS, such Ordinance also confirmed the sale of the Obligations to the Texas Water Development Board (the "*TWDB*"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation (the "*FDIC*") that has been designated a state depository institution by the Texas Office of the Comptroller and is otherwise qualified and empowered to enter into this Escrow Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "*Proceeds*") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows

SECTION 1: **ESCROW ACCOUNT**. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment No. L1002060 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "*Escrow Account*") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "DUNCANVILLE ESC ACCT LF1002060" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in

accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: **COLLATERAL.** All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, Tex. Gov't Code Ann., as amended.

SECTION 3: **INVESTMENTS.** While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE ANN., as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: **DISBURSEMENTS.** The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: **UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: **CERTIFICATIONS.** The Bank shall be authorized to accept and rely upon the certifications and documents furnished to the Bank by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: **LIABILITY OF ESCROW AGENT**. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: **RECORDS**. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: **MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate

trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

SECTION 10: **AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

SECTION 11: **TERMINATION**. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: **EXPIRATION**. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: **POINT OF CONTACT**. The points of contact for the Escrow Agent and the TWDB are as follows:

U.S. Bank National Association
Attention: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107-1402
Attention: Michelle Chan
Phone: 626-670-9378
Email: michelle.chan@usbank.com

Bryan McMath
Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: **CHOICE OF LAW**. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account; provided however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

SECTION 19: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS**. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such representation during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DUNCANVILLE, TEXAS

By: _____
Mayor

Address: 203 East Wheatland
Duncanville, Texas 75138

ATTEST:

_____
City Secretary

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By _____

Title: _____

Address: 8 Greenway Plaza, Suite 1100
Houston, Texas 77046

EXHIBIT A

BANK FEES

NORTON ROSE FULBRIGHT

[*September 9***]**, 2026

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201-7932
United States

Tel +1 214 855 8000
Fax +1 214 855 8200
nortonrosefulbright.com

IN REGARD to the authorization and issuance of the "City of Duncanville, Texas, Combination Tax Surplus Revenues Certificates of Obligation, Taxable Series 2026A," dated September 1, 2026, in the principal amount of $1,410,000 (the "Certificates"), we have examined into their issuance by the City of Duncanville, Texas (the "City"), solely to express legal opinions as to the validity of the Certificates. We have not been requested to investigate or verify, and we neither expressly nor by implication render herein any opinion concerning, the financial condition or capabilities of the City, the disclosure of any financial or statistical information or data pertaining to the City and used in the sale of the Certificates, or the sufficiency of the security for or the value or marketability of the Certificates.

THE CERTIFICATES are issued in fully registered form only and in denominations of $5,000 or any integral multiple thereof (within a maturity). The Certificates mature on February 15 in each of the years specified in an ordinance adopted by the City Council of the City authorizing the issuance of the Certificates (the "Ordinance") unless redeemed prior to maturity in accordance with the terms stated on the Certificates. The Certificates pay no interest.

IN RENDERING THE OPINIONS herein we have examined and rely upon (i) original or certified copies of the proceedings relating to the issuance of the Certificates, including the Ordinance and an examination of the initial Certificate executed and delivered by the City (which we found to be in due form and properly executed); (ii) certifications of officers of the City relating to the expected use and investment of proceeds of the sale of the Certificates and certain other funds of the City and (iii) other documentation and such matters of law as we deem relevant. In the examination of the proceedings relating to the issuance of the Certificates, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified copies, and the accuracy of the statements contained in such documents and certifications.

BASED ON OUR EXAMINATIONS, IT IS OUR OPINION that, under the applicable laws of the United States of America and the State of Texas in force and effect on the date hereof, the Certificates have been duly authorized by the City and, when issued in compliance with the provisions of the Ordinance, are valid, legally binding and enforceable obligations of the City, payable from an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the City, and are additionally payable from and secured by a pledge of the surplus Net Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System in the manner and to the extent provided in the Ordinance, except to the extent that the enforceability thereof may be affected by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with the general principles of equity.

OUR OPINIONS ARE BASED on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

SIGNATURE AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS	§
	§
COUNTY OF DALLAS	§
	§
CITY OF DUNCANVILLE	§

WE, the undersigned, officials of the City of Duncanville, Texas (the "Issuer"), do hereby certify with respect to the "CITY OF DUNCANVILLE, TEXAS, COMBINATION TAX AND SURPLUS REVENUES CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2026A" (the "Certificates"), dated September 1, 2026 (the "Certificate Date"), as follows:

(1) The Certificates have been duly and officially executed by the undersigned with their manual or facsimile signature in the same manner appearing hereon, and the undersigned hereby adopt and ratify their respective signatures in the manner appearing on each of the Certificates whether in manual or facsimile form, as the case may be, as their true, genuine, and official signatures.

(2) That on the Certificate Date and on the date hereof, we were and are the duly chosen, qualified, and acting officers indicated therein and authorized to execute the same.

(3) The legally adopted proper and official corporate seal of the Issuer is impressed, imprinted, or lithographed on all of the Certificates; and said seal on the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the Issuer.

(4) No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Certificates or questioning the issuance or sale of the Certificates, the authority or action of the governing body of the Issuer relating to the issuance or sale of the Certificates, the levy of taxes or the assessment or collection thereof, to pay the principal of and interest on the Certificates, the collection of the revenues of the City's waterworks and sewer system (the "System"), or the imposition of rates and charges with respect to the System, pledged to pay the principal of and interest on the Certificates or that would otherwise adversely affect in a material manner the financial condition of the Issuer to pay the principal of and interest on the Certificates; that neither the corporate existence or boundaries of the Issuer nor the right to hold office of any member of the governing body of the Issuer or any other elected or appointed officer of the Issuer is being contested or otherwise questioned.

(5) That no petition or other request has been filed with or presented to any official of the Issuer requesting that any proceeding authorizing the issuance of the Certificates adopted by the governing body of the Issuer be submitted to referendum or other election; no authority or proceeding for the issuance, sale, or delivery of the Certificates, passed and adopted by the governing body of the Issuer, has been amended, repealed, revoked, rescinded, or otherwise modified since the date of passage thereof, and all such proceedings and authority relating to the issuance and sale of the Certificates remain in full force and effect as of the date of this certificate.

The Issuer hereby authorizes the Office of the Attorney General to date this certificate the date of delivery of its approving opinion, and agrees to notify the Office of the Attorney General of any changes with respect to this certificate or any certificate document to which it is a party that are made between the date of such opinion and the date of closing.

DELIVERED this _____.

SIGNATURE	OFFICIAL TITLE
_____	Greg Contreras, Mayor City of Duncanville, Texas
_____	Chiquita Taylor, City Secretary City of Duncanville, Texas

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned, a Notary Public, on this day personally appeared the foregoing individuals, known to me to be the persons and officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence and in the capacity represented.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____, 2026.

_____
Notary Public, State of Texas

(NOTARY SEAL/STAMP)

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Consider a Resolution approving and authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Duncanville, Texas.

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Plan with Purpose

STAFF RESPONSIBLE:
Richard Jackson
Matt Bryant
Shahad_Mohammed User

BACKGROUND/HISTORY:
On December 16, 2025, the TWDB adopted Resolution No. 25-184 committing financial assistance to the City consisting of: (1) TWDB purchase of $1,410,000 in Combination Tax and Surplus Revenues Certificates of Obligation, Taxable Series 2026A; and (2) A Principal Forgiveness Agreement in the amount of $1,467,551.

The purpose of this funding package is to support water system improvements, specifically under the Lead Service Line Replacement Program, which promotes public health protection and compliance with state and federal drinking water requirements.

The City Council must approve the form of the Principal Forgiveness Agreement and authorize designated officials—including the Mayor, Mayor Pro Tem, City Manager, Director of Finance, City Secretary, or Deputy City Secretary—to execute the agreement and any related documents.

POLICY EXPLANATION:
This item is consistent with long-term financial and infrastructure management policies by:

• Reducing the cost of essential water system improvements through grant-style principal forgiveness;
• Leveraging state funding opportunities to minimize the financial burden on ratepayers and taxpayers;
• Supporting regulatory compliance related to water quality and lead service line mitigation; and
• Enhancing long-term capital planning through strategic use of Certificates of Obligation blended with forgivable financing.

The policy intent of the TWDB program aligns with the City's commitment to maintaining high-quality public infrastructure in a fiscally responsible manner.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

DUNCANVILLE - Resolution approving Loan Forgiveness_v2, Exhibit A_Escrow Agreement (Principal Forgiveness), DUNCANVILLE - Paying Agent Agreement

RESOLUTION NO. _____

A RESOLUTION approving and authorizing the execution of a Principal Forgiveness Agreement between the Texas Water Development Board and the City of Duncanville, Texas.

WHEREAS, the Texas Water Development Board (the "TWDB") adopted Resolution No. 25-184 on December 16, 2025 (the "TWDB Resolution") making a commitment to provide financial assistance to the City of Duncanville, Texas (the "City") in the amount of $2,877,551 from the Drinking Water State Revolving Fund – Lead Service Line Replacement Program through the TWDB's proposed purchase of $1,410,000 City of Duncanville, Texas Combination Tax and Surplus Revenues Certificates of Obligation, Taxable Series 2026A and the execution of a Principal Forgiveness Agreement in the amount of $1,467,551 to finance water system improvements; and

WHEREAS, the City Council hereby finds and determines that the Principal Forgiveness Agreement between the City and the TWDB (substantially in the form and content of **Exhibit A** attached hereto) should be approved and authorized to be executed; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS THAT:

Section 1. The form of Principal Forgiveness Agreement between the TWDB and the City attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the Mayor, Mayor Pro Tem, City Manager, Director of Finance, City Secretary and/or Deputy City Secretary may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the Mayor, Mayor Pro Tem, City Manager or Director of Finance for and on behalf of the City and as the act and deed of this Council; and such Principal Forgiveness Agreement as executed by said officials shall be deemed approved by the City Council and constitute the agreement herein approved.

Section 2. The City Council hereby authorizes the execution and delivery of any and all other documents related to the Principal Forgiveness Agreement including any required escrow agreement and any other documents, instruments or certificates related to obtaining the Principal Forgiveness.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this July 21, 2026.

CITY OF DUNCANVILLE, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

FORM OF PRINCIPAL FORGIVENESS AGREEMENT
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD
AND THE CITY OF DUNCANVILLE

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of July 21, 2026, made by and between the City of Duncanville, Texas, a political subdivision of the State of Texas in Dallas County (the "*City*"), and U.S. Bank National Association, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "*Bank*"), as Escrow Agent (the "*Escrow Agent*") together with any successor in such capacity:

W I TN E S S E T H:

WHEREAS, pursuant to a Resolution finally adopted on July 21, 2026 (the "*Resolution*") the City authorized the issuance of a Principal Forgiveness Agreement, the City will accept certain contractual obligations related to the sale of its City of Duncanville, Texas, Combination Tax Surplus Revenues Certificates of Obligation, Taxable Series 2026A" (the *"Obligations"*) to obtain financial assistance from the Texas Water Development Board ("*TWDB*") for the purpose of funding the costs of improving and equipping the City's waterworks and sewer system (the "*System*"), to wit: (i) constructing, improving, extending and equipping the City's waterworks system, including lead service line replacements, and (ii) the payment of professional services rendered in connection therewith (the "*Project*"); and

WHEREAS, the Escrow Agent is a bank located in the State of Texas that is an insured depository institution with the Federal Deposit Insurance Corporation (the "*FDIC*") that has been designated a state depository institution by the Texas Office of the Comptroller and is otherwise qualified and empowered to enter into this Escrow Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "*Proceeds*") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount to be paid by the City to the Escrow Agent, as set forth on Exhibit A, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows

SECTION 1: **ESCROW ACCOUNT(S)**. In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon the delivery of the Obligation, the Proceeds identified under TWDB Commitment No. LF1002061 shall be released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) ("*Escrow Accounts*") by the Escrow Agent. The Escrow Accounts shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "Duncanville ESC Account. LF1002061, City of Duncanville, Texas Principal Forgiveness Agreement" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project

for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator, or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: **COLLATERAL.** All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, Tex. Gov't Code Ann., as amended.

SECTION 3: **INVESTMENTS.** While the Proceeds are held in escrow, the Bank shall only invest Proceeds in investments that are authorized by the Public Funds Investment Act, Chapter 2256, Tex. Gov't Code Ann., as amended. It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the Public Funds Investment Act but also with its own written investment policy.

SECTION 4: **DISBURSEMENTS.** The Bank shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator of the TWDB or another designated TWDB representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another provided that all such investments are consistent with the requirements of the Public Funds Investment Act.

SECTION 5: **UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: **CERTIFICATIONS.** The Bank shall be authorized to accept and rely upon the certifications and documents furnished to the Bank by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: **LIABILITY OF ESCROW AGENT**. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: **RECORDS**. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: **MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank as well as an FDIC-insured depository institution. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within a reasonable time of such merger, consolidation or exchange.

SECTION 10: **AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Bank without its consent.

SECTION 11: **TERMINATION**. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within 5 business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: **EXPIRATION**. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: **POINT OF CONTACT**. The points of contact for the Escrow Agent and the TWDB are as follows:

U.S. Bank National Association
Attention: Bond Operations
8 Greenway Plaza, Suite 1100
Houston, Texas 77046
Attention: Michelle Chan
Phone: 626-670-9378
Email: michelle.chan@usbank.com

Bryan McMath
Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

SECTION 14: **CHOICE OF LAW**. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account; provided however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

SECTION 19: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS**. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such representation during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DUNCANVILLE, TEXAS

By: _____
Mayor

Address: 203 East Wheatland
Duncanville, Texas 75138

ATTEST:

_____
City Secretary

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By _____

Title: _____

Address: 8 Greenway Plaza, Suite 1100
Houston, Texas 77046

EXHIBIT A

BANK FEES

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 21, 2026 (this "Agreement"), by and between the City of Duncanville, Texas (the "Issuer") and U.S. Bank Trust Company, National Association, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Duncanville, Texas Combination Tax Surplus Revenues Certificates of Obligation, Taxable Series 2026A" (the "Securities"), dated September 1, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about September 9, 2026; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

U.S. Bank Trust Company, National Association
Attention: Bond Operations
111 Fillmore Avenue East
St. Paul, Minnesota 55107-1402

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09 Tax Reporting. It shall be the duty of the Bank, on behalf of the Issuer, to report to the Holders and the Internal Revenue Service, to the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, (i) the amount of "reportable payments," if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in gross income of the Holder.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or

the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____

Title: _____

Address: 8 Greenway Plaza, Suite 1100
Houston, Texas 77046

CITY OF DUNCANVILLE, TEXAS

By: _____
Mayor

Address: 203 East Wheatland Road
Duncanville, Texas 75138

Attest:

_____
City Secretary

ANNEX A

Schedule of Fees for Services as

Paying Agent, Registrar, Transfer Agent

For

City of Duncanville, Texas Tax and Waterworks and Sewer System (Surplus Pledge)Revenue

Certificates of Obligation, Series 2026A

		Amount
CTS04110	**Paying Agent / Registrar / Transfer Agent** - Annual fee for the standard paying agent, registrar and transfer agent services associated with the administration of the account. Administration fees are payable in advance.	$600.00

Direct Out of Pocket Expenses. Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Date: 04/22/2026 *U.S. Bank Personal*

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Consider a Resolution to Establish An Ad Hoc Committee for the Purpose of Reviewing Third Party Requests for Proposals and Making Recommendations to City Council for the Duncanville Fieldhouse

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Empower Economic Opportunity:

- **Promote strategic reinvestment in commercial corridors and support small businesses.**

STAFF RESPONSIBLE:
Elton Brock
Richard Abernethy

BACKGROUND/HISTORY:
In April 2026, the City issued a Request for Proposals (RFP-26-0009) for third-party management of the Duncanville Fieldhouse. The next step is to establish a committee consisting of City Council members and staff to review and evaluate the proposals before making a recommendation to the City Council.

POLICY EXPLANATION:
This resolution establishes an ad hoc committee consisting of three City Council members and two staff members to review the proposals and make a recommendation to the City Council.

FUNDING SOURCE:
ORG and Object Number

N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Duncanville Resolution _Est Ad Hoc Executive Committee Fieldhouse_CM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ESTABLISHING AN AD HOC EXECUTIVE COMMITTEE FOR THE PURPOSE OF REVIEWING THIRD PARTY REQUESTS FOR PROPOSALS AND MAKING A RECOMMENDATION TO THE CITY COUNCIL REGARDING THE HIRING OF A CONSULTANT FOR THE DUNCANVILLE FIELDHOUSE; ESTABLISHING QUALIFICATIONS OF COMMITTEE MEMBERS; ESTABLISHING THE COMMITTEE'S PURPOSE; AUTHORIZING USE OF CITY RESOURCES; PROVIDING FOR TERMINATION OF COMMITTEE'S EXISTENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville (the "City Council") has determined that an ad hoc executive committee shall be established for the purpose of reviewing third party requests for proposals and making a recommendation to the City Council regarding the hiring of a consultant for the Duncanville Fieldhouse; and

WHEREAS, the ad hoc committee shall comprise of councilmembers and staff; and

WHEREAS, the City Council finds it to be in the public interest to authorize the appointment of such an ad hoc committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. The City Council hereby authorize the establishment of an ad hoc executive committee to be known as the "Executive Fieldhouse Committee" (the "Committee").

SECTION 2. The Committee shall have five (5) members consisting of (a) three (3) members of the City Council; and (b) two (2) City of Duncanville department staff members.

SECTION 3. The City Council hereby appoints the following members to the Committee:

Place 1 _____
Place 2 _____
Place 3 _____
Place 4 _____
Place 5 _____

SECTION 4. The Committee shall solely be advisory.

SECTION 5. The purpose of the Committee is to review third-party requests for proposals regarding the hiring of a consultant for the Duncanville Fieldhouse; make a recommendation regarding the hiring of the consultant; and present such recommendation to the City Council

SECTION 6. The City Manager, or Interim City manager, is hereby authorized to provide such City resources as may be reasonable and necessary to support the operations of the Committee.

SECTION 7. The Committee shall cease to exist upon recommendation to City Council concerning consultant for the Duncanville Fieldhouse unless the existence of the Committee is extended by resolution approved by the City Council.

SECTION 8. This resolution shall become effective immediately upon its approval.

DULY PASSED AND APPROVED by the City Council of the City of Duncanville, Texas, this the ___ day of _____, 2026.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager City Attorney

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
Police Department Bi-Annual Update

Vision Statement:
"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:
Cultivate Community Trust:

- **Foster transparency, two-way communication, and active public participation.**

STAFF RESPONSIBLE:
Ron Wilcots

BACKGROUND/HISTORY:
This is the Police Department Bi-Annual Update for 2026.

POLICY EXPLANATION:
A presentation will be provided on Police Department Bi-Annual Update.

FUNDING SOURCE:
ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:
1. Approve.

2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:
Police Bi-Annual Report - Presentation 2026



DUNCANVILLE POLICE

2026 BI-ANNUAL REPORT
JANUARY 2026 – JUNE 2026

JULY 21, 2026

RON WILCOTS, ASSISTANT CHIEF OF POLICE

To lead with integrity, foster inclusive civic engagement, and deliver measurable outcomes that strengthen community trust, elevate quality of life, and secure Duncanville's future as a City of Champions.

PERSONNEL

DUNCANVILLE POLICE

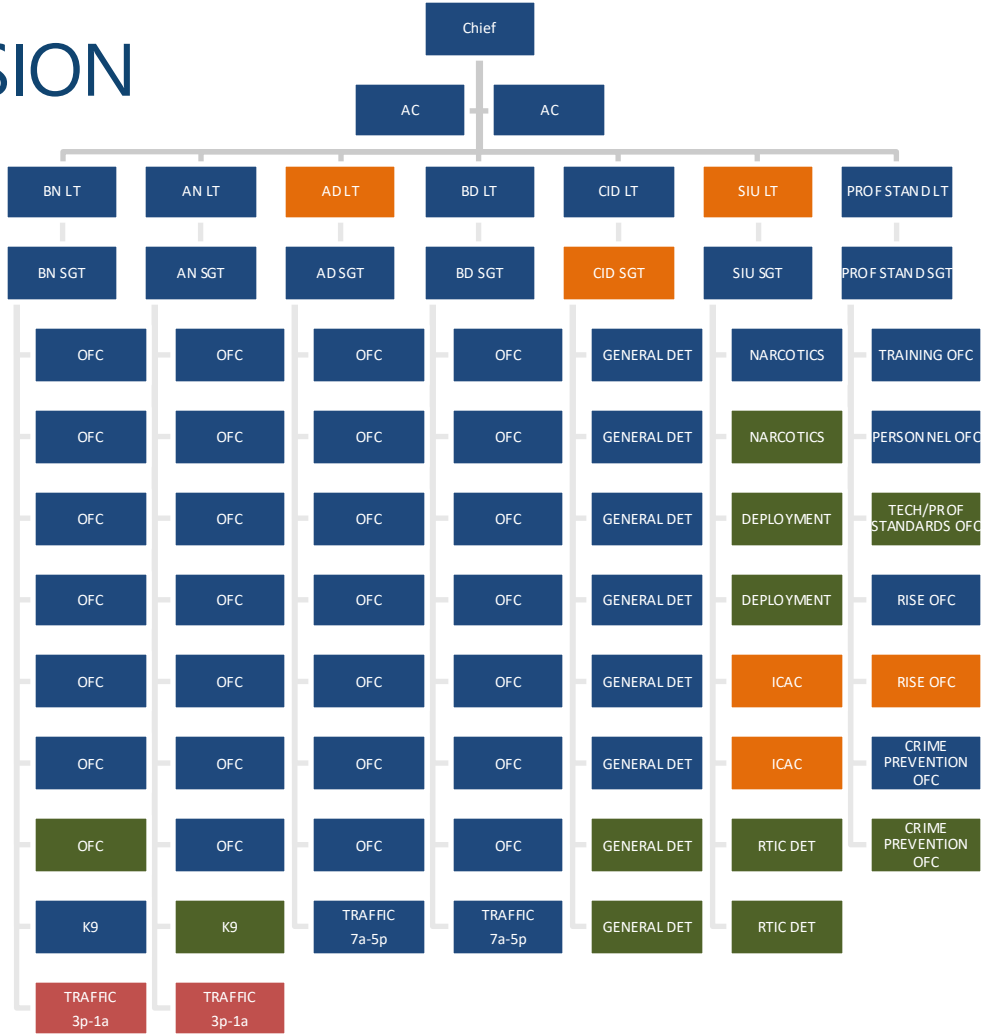
- Currently have **6** vacancies.
- 2 applicants were hired from the 1/31/26 test, both have since been let-go for failing to meet department and/or academy standards.
- Our next Civil Service Test is scheduled for 8/1/2026
- We do not have any recruits currently in the academy
- We have 4 recruits in in-service training
- We have 1 recruit in Field Training

DUNCANVILLE POLICE

- Due to us moving further into filling our external vacancies we filled internal vacancies.
  - Officer Pineda was selected and transferred to the Criminal Investigations Division and is currently investigating Crimes Against Persons (CAPERS)
  - Officer McMiller was selected and transferred to the Training/Personnel Unit
  - As more officers complete Field Training we will add to the following units with a hopeful timeframe of mid Winter
    - Crime Prevention
    - Narcotics

PERSONNEL VISION

LEGEND



City of Duncanville

Duncanville
City of Champions

COMMUNITY ENGAGEMENT

- DUPD hosted a Conchas with a Cop event at Champions Cove on January 21st. The visit provided an opportunity for meaningful conversations and highlighted the department's ongoing commitment to community engagement.
- DUPD was honored to host a Faith Leaders Breakfast on February 4th at the police station, bringing together members of the local faith community and department personnel for a morning of fellowship, discussion, and collaboration.
- DUPD participated in National Drug Take Back Day on April 25th , providing a safe and convenient way for residents to dispose of unwanted or expired prescription medications. DUPD delivered 459 lbs. of unused narcotics to the Dallas DEA on April 27th.
- DUPD collaborated with DSO to host the annual Fire Truck Pull event on May 30th, raising over $50k to benefit the Special Olympics of Texas.
- DUPD's Coffee with a Cop events continue to succeed in strengthening community partnerships.

City of Duncanville

Duncanville
City of Champions

COMMUNITY ENGAGEMENT















City of Duncanville

Duncanville
City of Champions

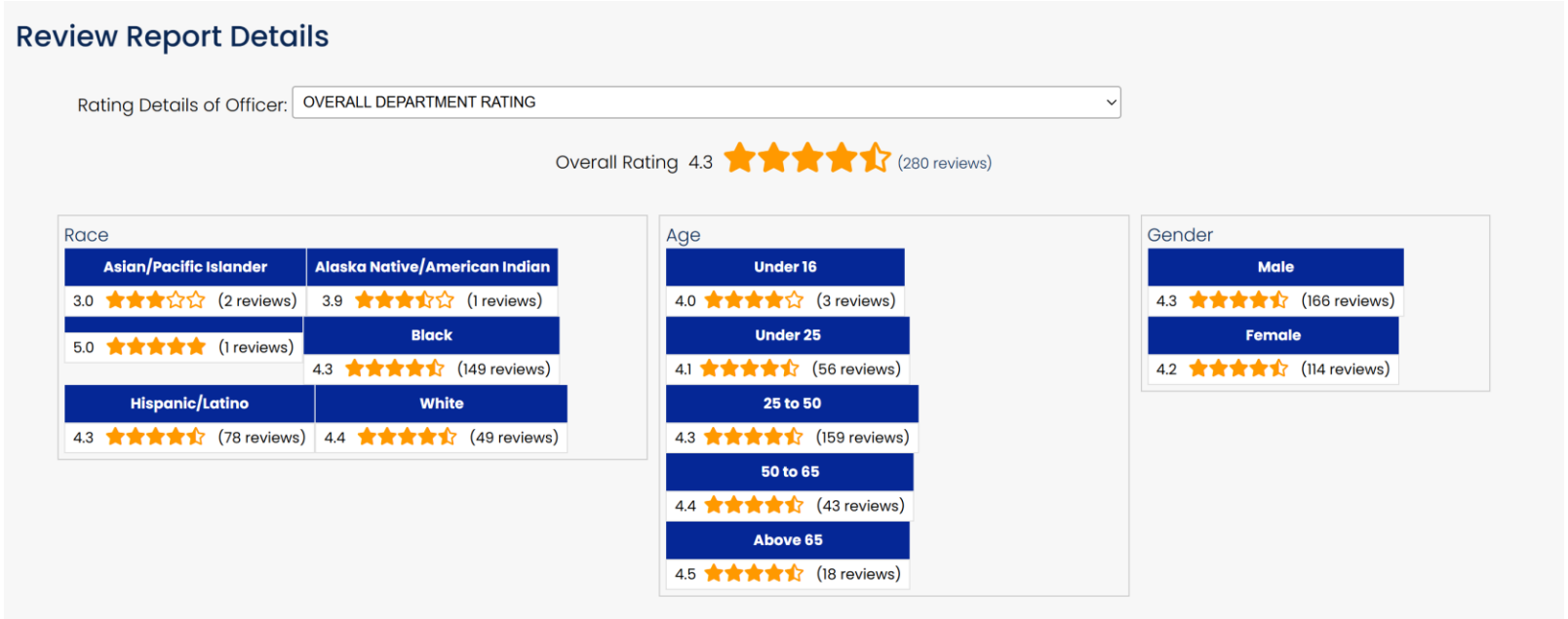
STATISTICS JANUARY 1, 2026 – JUNE 30, 2026

- Calls for Service: 28,326
- Arrests: 636
- Traffic Stops: 4,609
- Citations: 2376
- Cases Assigned: 461
- Cases Filed: 190 Felonies & 233 Misdemeanors filed with Dallas County District Attorney's Office
- Evidence collected: 1,022 (30,295 total in inventory)

City of Duncanville

Duncanville
City of Champions

REVIEW THE BLUE



City of Duncanville

Duncanville
City of Champions

NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS)

- Standardized framework used by U.S. law enforcement to collect and report detailed data on individual crime incidents to the FBI.

City of Duncanville

Duncanville
City of Champions

NIBRS GROUP A OFFENSES

Arson
Assault Offenses
- Aggravated Assault
- Simple Assault
- Intimidation

Bribery
Burglary
Counterfeiting / Forgery
Destruction/Damage / Vandalism
Drug / Narcotic Violations
Drug Equipment Violations
Embezzlement
Extortion / Blackmail
Fraud Offenses
- False Pretenses / Swindle
- Credit / Debit Card Fraud
- Impersonation
- Welfare Fraud
- Wire Fraud
- Identity Theft
- Hacking / Computer Invasion

Gambling Offenses
- Betting / Wagering
- Operating / Promoting / Assisting Gambling
- Gambling Equipment Violations
- Sports Tampering

Homicide Offenses
- Murder and Nonnegligent

Manslaughter
- Negligent Manslaughter
- Justifiable Homicide (not a crime)

Human Trafficking Offenses
- Commercial Sex Acts
- Involuntary Servitude

Kidnapping / Abduction
Larceny-Theft Offenses
- Pocket-Picking / Purse Snatching
- Shoplifting
- Thefts from Building
- Theft from Coin-Operated Machine
- Theft from Motor Vehicle
- Theft of Motor Vehicle Parts
- All other Larceny

Motor Vehicle Theft
Pornography / Obscene Material
Prostitution Offenses
- Prostitution
- Assisting or Promoting

Prostitution
- Purchasing Prostitution

Robbery
Sex Offenses
- Rape / Sodomy
- Sexual Assault with an Object
- Fondling

Stolen Property Offenses
Weapon Law Violations
Animal Cruelty

Bad Checks
Curfew / Loitering / Vagrancy
Disorderly Conduct
Driving Under the Influence
Drunkenness
Family Offenses (nonviolent)
Liquor Law Violations
Peeping Tom
Trespass of Real Property
All Other Offenses

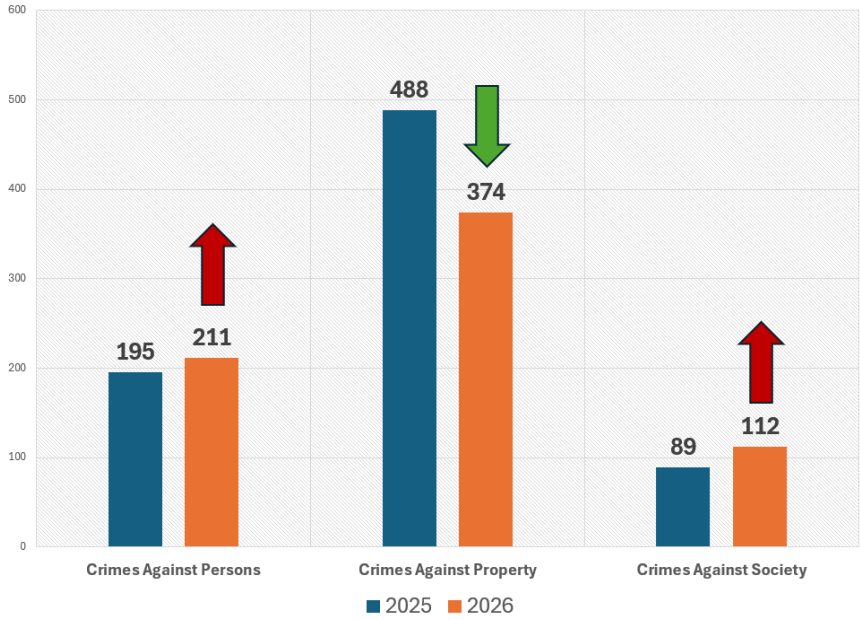
City of Duncanville

Duncanville
City of Champions

CRIME STATISTICS : YEAR OVER YEAR COMPARISON

January – June 2025
Total NIBRS Reported Offenses: 772
Crimes against Persons: 195, 25%
Crimes against Property: 488, 63%
Crimes against Society: 89, 12%

January – June 2026
Total NIBRS Reported Offenses: 697
Crimes against Persons: 211, 30%
Crimes against Property: 374, 54%
Crimes against Society: 112, 16%



Crime Statistics as of 07/01/26
Source: Tyler Enterprise Public Safety RMS

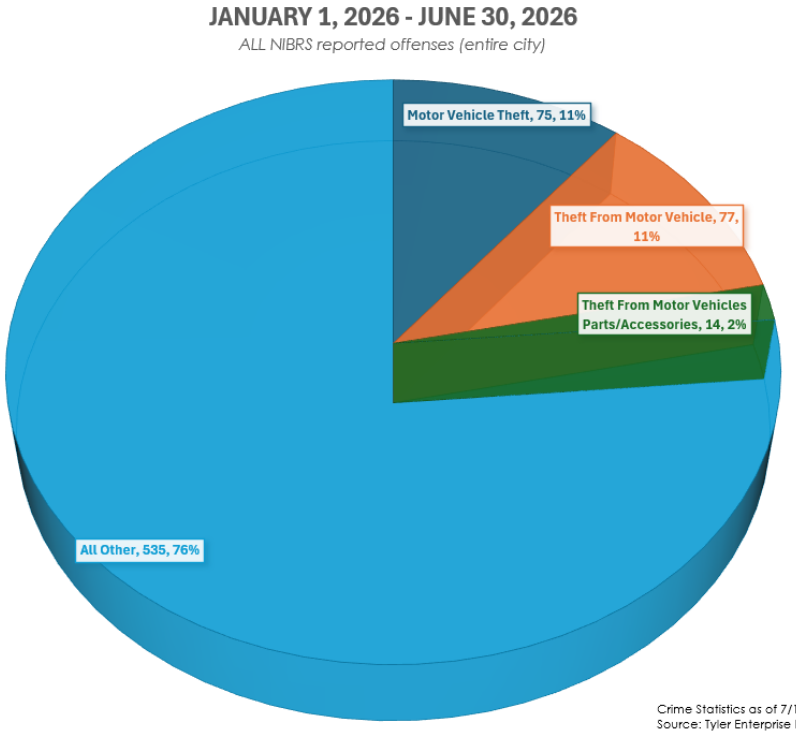
City of Duncanville

Duncanville
City of Champions

MOTOR VEHICLE CRIME STATISTICS

- Of the 701 total reported offenses 75 were Motor Vehicle Thefts, 77 Theft from Motor Vehicles, and 14 Theft of Motor Vehicle Parts and Accessories, totaling 166 offenses

- Total Motor Vehicle Crime represented 24% of <u>all</u> reported incidents

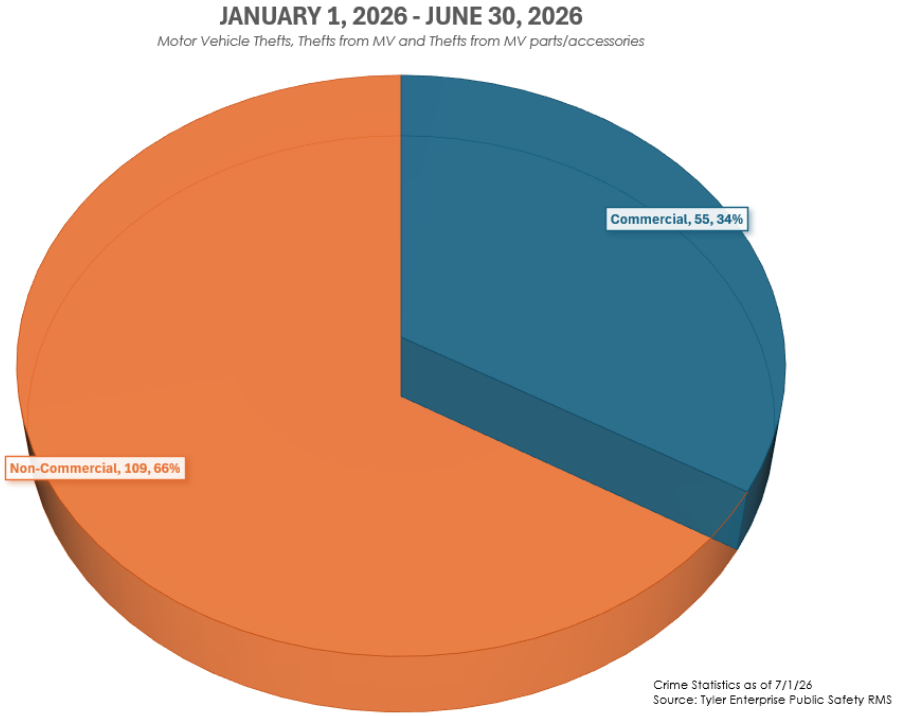


City of Duncanville

Duncanville
City of Champions

WHERE ARE THESE OCCURRING?

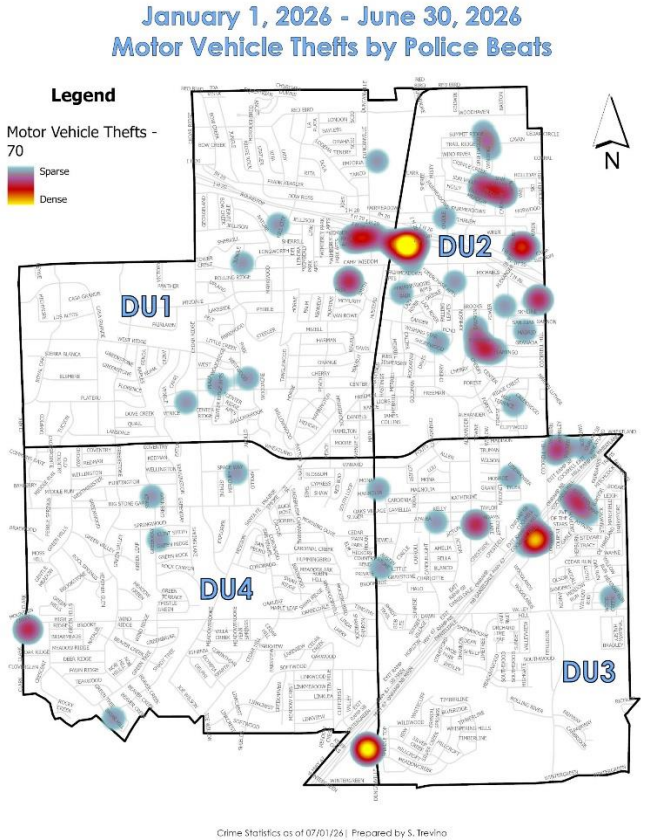
- In total, 164 motor vehicle-related crimes occurred within the City.
- 55 of these offenses occurred in commercial areas accounting for 34% of all vehicle-related offenses

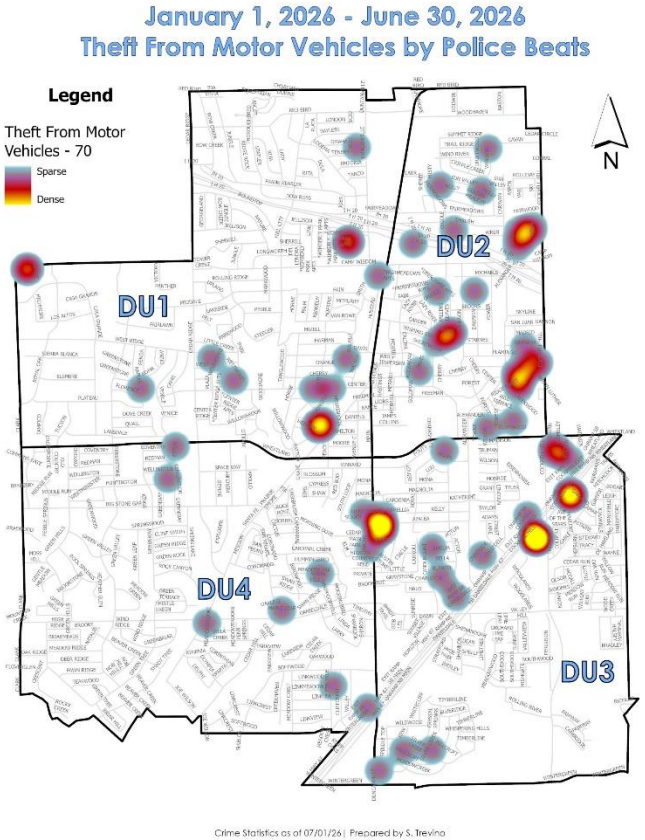


City of Duncanville

Duncanville
City of Champions

BMV & STOLEN VEHICLE MAP BROKEN DOWN





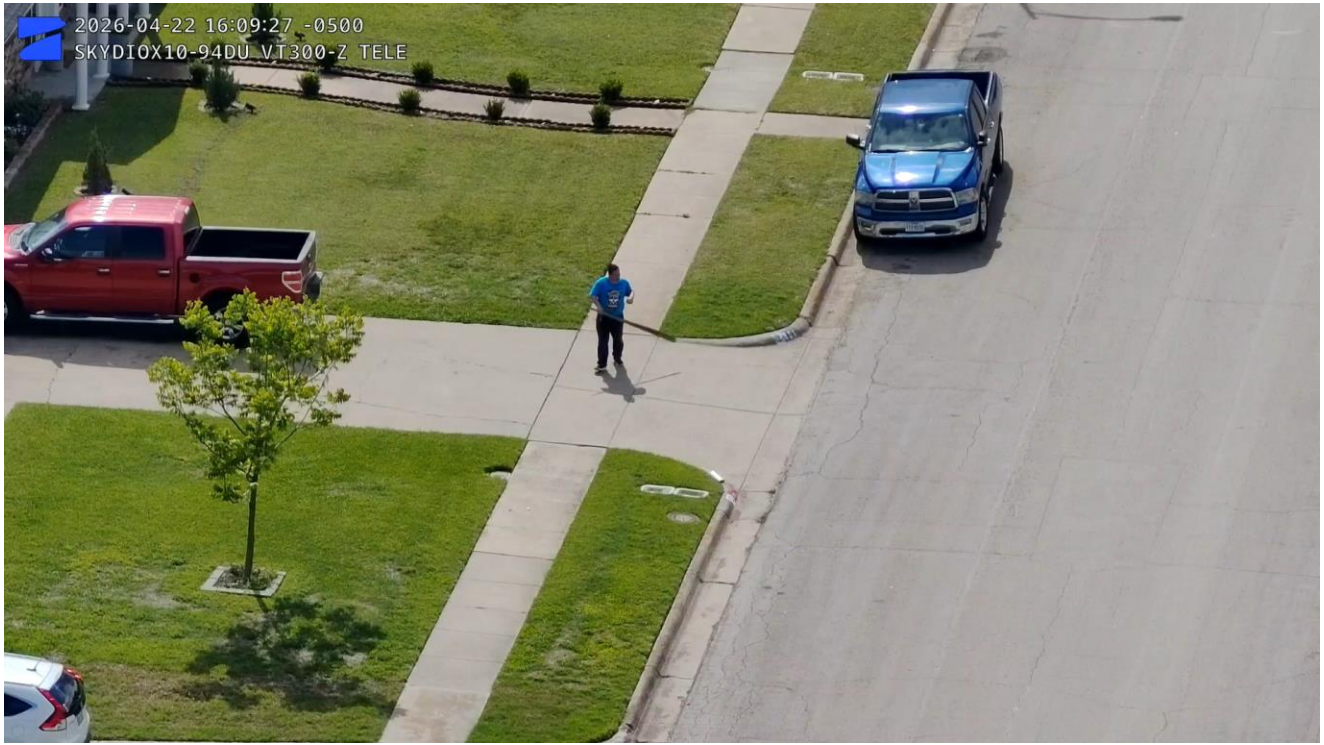
City of Duncanville

Duncanville
City of Champions

NARCOTICS

- Operations: 27 (includes 4 high risk search warrant operations)
- Search Warrants, Tracker Orders, Etc.: 26
- Narcotics Seized:
  - Marijuana: 14 pounds
  - Methamphetamine: 415,000 grams (415 kilograms)
  - Cocaine: 200 grams
- Estimated Street Value: over $10 million
- Guns Seized:
  - 8
- Currency Seized:
  - $134,000
- Felony/Federal Warrants
  - Approximately 25

DRONE FIRST RESPONDER FOOTAGE



City of Duncanville

Duncanville
City of Champions

THANK YOU

Any Questions?

STAFF REPORT

MEETING: City Council - July 21, 2026

TITLE:
IT Fiber Project Update

Vision Statement:
“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:
Plan with Purpose:

- **Embed the Comprehensive Plan into daily operations, zoning, budgeting, and land use.**

STAFF RESPONSIBLE:
Clayton Ganzer, IT Director

BACKGROUND/HISTORY:
In 2025 Council approved a project to expand our network fiber infrastructure. Specifically to our water infrastructure that didn't have fiber network connectivity. After talking with the two area vendors Council approved a leasing contract with Segra Fiber. The project kicked off on Jan. 1 2026, with an estimated completion date of July 31, 2026. The project was finished ahead of schedule, even with the inclusion of an additionally added site.

POLICY EXPLANATION:

FUNDING SOURCE:
ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

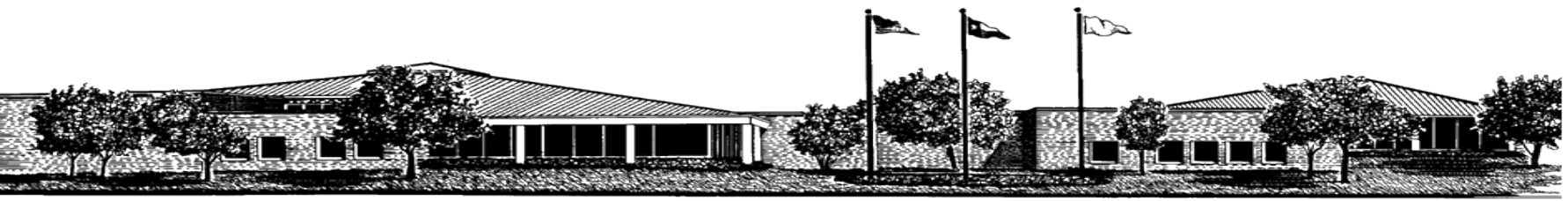
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

Fiber Project - SCADA FNL



FIBER PROJECT UPDATE: SCADA

JULY 21, 2026

CLAYTON GANZER, DIRECTOR OF IT

City of Duncanville

Duncanville
City of Champions

BACKGROUND

- Started researching fiber providers in Feb. 2025
- Project approved starting in FY25/26 budget year
- City Council approved contract with provider in Sep. 2025

City of Duncanville

Duncanville
City of Champions

PROGRESS TO DATE

- Received new network gear at the end of 2025
  - Started buildout of new data center area, began testing
- Estimated completion of primary sites by July 31, 2026
  - Actual completion of primary sites, June 17, 2026
- Estimated completion of secondary sites, August 30, 2026
- Cutover on May 21, 2026
- Total sites at completion: Nine

City of Duncanville

Duncanville
City of Champions

THANK YOU

Any questions? Discussion.

City of Duncanville

Duncanville
City of Champions