

# City of Milford



## **CITY COUNCIL AGENDA**

**May 22, 2017 - 7:00 P.M.**

Joseph Ronnie Rogers Council Chambers  
Milford City Hall  
201 South Walnut Street  
Milford, Delaware

## **PUBLIC HEARING**

ORDINANCE 2017-10  
Change of Zone/Lands belonging to Perdue Foods LLC  
Tax Parcel MD-16-183.07-01-16.00  
North side of NE Front Street, Milford, Delaware  
13.87 +/- Acres  
Current Zone R2 (Residential)/Proposed Zone I2 (General Industrial)

## **COUNCIL MEETING**

Call to Order - Mayor Bryan Shupe

Invocation

Pledge of Allegiance

Recognition

MPD Trilogy Award

Communication & Correspondence

June SCAT Meeting/Milford

Unfinished Business

Adoption/Ordinance 2017-13/City of Milford Code/Chapter 197/  
Streets & Sidewalks/Temporary Closure

New Business

Bid Award/Electric Department/NJPA Contract/Bucket Truck

Bid Award/Electric Department/NJPA Contract/Aerial Tower Material Handler

Authorization/Contract/Engineering & Professional Services/Airport Road Improvements Project

Recess into Executive Session

{Pursuant to 29 Del. C. §10004(b)(4)} (Collective Bargaining Matters)

Return to Open Session

IBEW Local Union 126 Matter

Adjourn

This agenda shall be subject to change to include additional items including executive sessions or the deletion of items including executive sessions which arise at the time of the public body's meeting.

SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING;  
NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.

030817 031617 033017 042717 050417 051217 \*051917 Item Removed

NOTICE OF PUBLIC HEARINGS

PLANNING COMMISSION PUBLIC HEARING: APRIL 18, 2017  
CITY COUNCIL PUBLIC HEARING: MAY 22, 2017

NOTICE IS HEREBY GIVEN the Planning Commission of the City of Milford will hold a Public Hearing on Tuesday, April 18, 2017 at 7:00 p.m. or as soon thereafter as possible.

A FINAL PUBLIC HEARING is scheduled on Monday, May 22, 2017 at 7:00 p.m. before Milford City Council. Following the hearing, the ordinance may be adopted, with or without amendments.

**ORDINANCE 2017-10**

Change of Zone/Lands belonging to Perdue Foods LLC  
Tax Parcel MD-16-183.07-01-16.00  
North side of NE Front Street, Milford, Delaware  
13.87 +/- Acres

Current Zone R2 (Residential)/Proposed Zone I2 (General Industrial)

AN ORDINANCE OF THE CITY OF MILFORD, DELAWARE to amend the zoning map of the City of Milford by rezoning 13.87 +/- acres of real property from R2 (Residential) to I2 (General Industrial) on the north side of NE Front Street, Milford, Delaware. Present Use: Vacant/Agricultural. Proposed Use: Poultry Processing Plant. Tax Map and Parcel: MD-16-183.07-01-16.00

WHEREAS, the City of Milford Planning Commission will consider the change of zone application at a Public Hearing on April 18, 2017; and

WHEREAS, Milford City Council will hold a Public Hearing on May 22, 2017 to allow for public comment and further review of the ordinance; and

WHEREAS, it is deemed in the best interest of the City of Milford to allow a change of zone as herein described.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Upon the adoption of this ordinance, tax map and parcel MD-16-183.07-01-16.00, owned by Perdue Foods LLC located on the north side of NE Front Street, is hereby zoned I2.

Dates:

Planning Commission Review & Public Hearing: April 18, 2017

City Council Introduction: May 8, 2017

City Council Public Hearing: May 22, 2017

Adoption: May 22, 2017

Effective: June 1, 2017

This ordinance shall take effect and be in force ten days after its adoption.

For additional information, please contact Rob Pierce in the Planning Department at Milford City Hall, via e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302.424.8396 x1311.

*Advertised: Beacon 032917*



PLANNING & ZONING DEPARTMENT  
P 302.424.8396 F: 302.424.3558

201 SOUTH WALNUT STREET  
MILFORD, DE 19963

[www.cityofmilford.com](http://www.cityofmilford.com)

## DATA SHEET FOR PERDUE FOODS LLC

Planning Commission Public Hearing: April 18, 2017

City Council Public Hearing: May 22, 2017

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<b>Application Number / Name</b>	:	17-005 / Perdue Foods, LLC
<b>Applicant</b>	:	Perdue Foods, LLC. 31149 Old Ocean City Road Salisbury, MD 21804
<b>Owner</b>	:	same
<b>Application Type</b>	:	Change of Zone
<b>Present Zoning District</b>	:	R-2 (Residential District)
<b>Proposed Zoning District</b>	:	I-2 (General Industrial District)
<b>Present Use</b>	:	Agriculture/Vacant
<b>Proposed Use</b>	:	Poultry Processing Plant
<b>Size and Location</b>	:	13.87 +/- acres located on the north side of NE Front Street, east of Rehoboth Boulevard.
<b>Tax Map &amp; Parcel</b>	:	MD-16-183.07-01-16.00-000

ENC: Staff Recommendation Report  
Exhibit A – Location & Zoning Map  
Exhibit B – 2008 Comprehensive Plan – Future Land Use Exhibit  
Exhibit C – Survey



PLANNING & ZONING DEPARTMENT  
P 302.424.8396 F: 302.424.3558

201 SOUTH WALNUT STREET  
MILFORD, DE 19963

www.cityofmilford.com

**STAFF RECOMMENDATION REPORT**  
**March 13, 2017**

<b>Application Number / Name</b>	:	17-005 / Perdue Foods, LLC
<b>Present Zoning District</b>	:	R-2 (Residential District)
<b>Proposed Zoning District</b>	:	I-2 (General Industrial District)
<b>Present Use</b>	:	Agricultural/Vacant
<b>Proposed Use</b>	:	Poultry Processing Plant
<b>Tax Map &amp; Parcel</b>	:	MD-16-183.07-01-16.00-000
<b>Size and Location</b>	:	13.87 +/- acres located along the north side of NE Front Street east of Rehoboth Boulevard.

**I. BACKGROUND INFORMATION:**

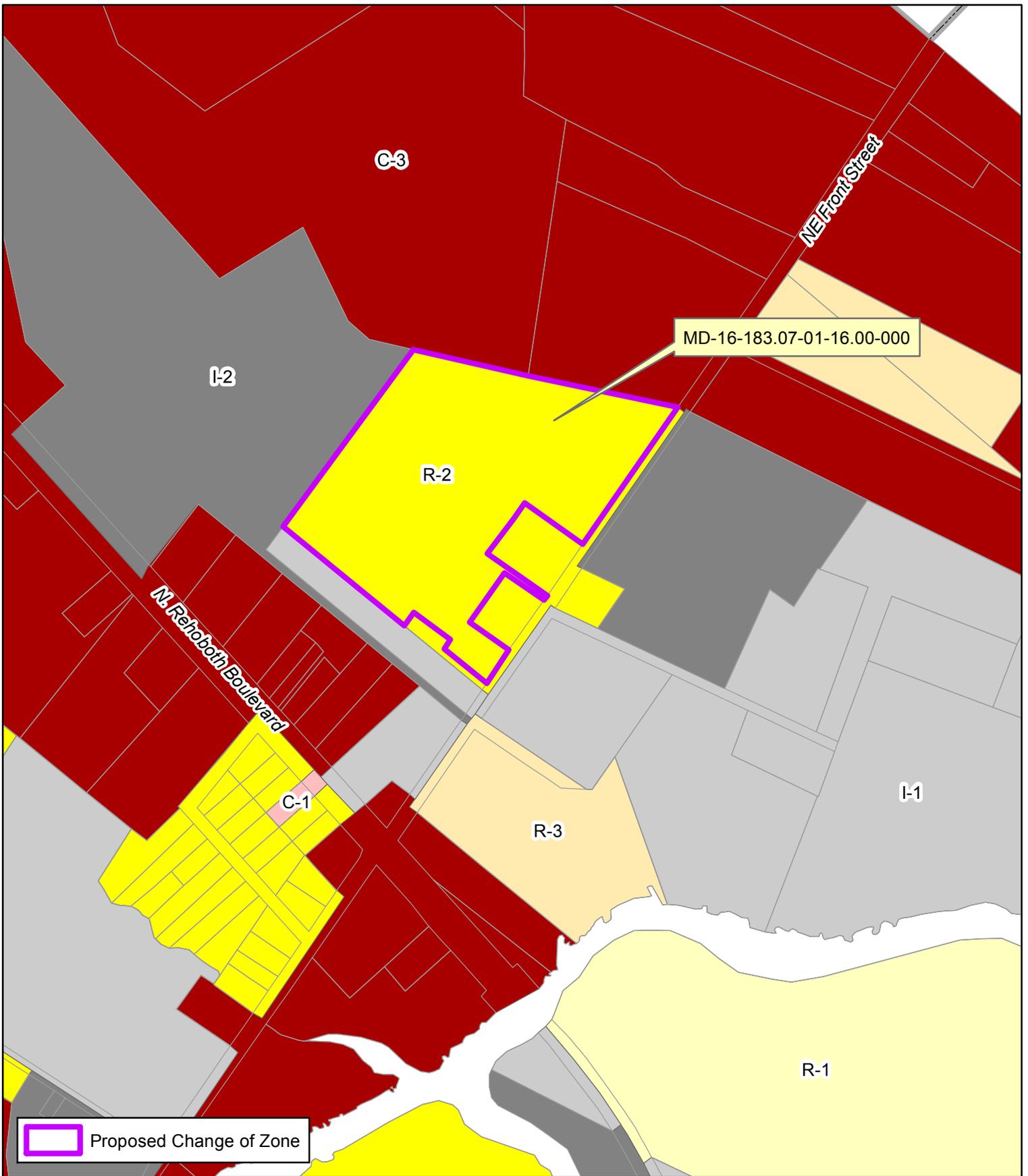
- The owner/applicant has requested a change of zone from R-2 to I-2 for 13.87 acres of agricultural land located adjacent to the existing Perdue poultry processing plant. Any expansion or improvement to the site will require site plan review and approval by the City.

**II. STAFF RECOMMENDATION:**

Based on the information presented, the City of Milford Code, and the Comprehensive Plan, staff submits the following regarding the request to amend the Zoning Map:

- The property is bound on the north by the existing poultry processing plant that is currently zoned I-2. The property is bound on the east by undeveloped C-3 Highway Commercial land, and to the south and west by I-1 Limited Industrial uses. There are a few residential lots located along NE Front Street in the vicinity of the limited industrial uses.
- The proposed change of zone meets all area regulations outlined in Chapter 230-17 – I-2 General Industrial District.
- The proposed rezoning conforms to the future land use exhibits of the Comprehensive Plan. Please note the current R-2 zoning designation is not in compliance with the Comprehensive Plan.

- The project site will be served by City water, sewer and electrical services. The site shall gain access from the current poultry processing plant or NE Front Street and shall coordinate any entrance or right-of-way work with DelDOT. The property is subject to site plan review by the City. The Public Works Department, School District, Fire Marshall and other State Agencies will have the opportunity to review and provide comment during the site plan process.



	Scale:  Feet 0      200      400	Title:  <b>Change of Zone          Perdue Farms, Inc.          Location &amp; Zoning Map</b>
	Drawn by: WRP      Date: 03/10/17	
Filepath: ChangeZone_PerdueFarms.mxd		



**GENERAL NOTES**

- The bearing base for this survey originated from NAD 83.
- This property has an area of:  
Parcel "A" = 604,577 S.F. or 13.8792 Ac.  
Parcel "B" = 26,251 S.F. or 0.6026 Ac.  
Parcel "C" = 43,512 S.F. or 0.9989 Ac.  
Total = 674,340 S.F. or 15.4807 Ac.
- This property is designated by Kent County, as Tax Map Parcel MD-16-183.07-01-17.00-000, MD-16-183.07-01-16.00-000, and MD-16-183.07-01-16.01-000.
- There was no observable evidence of cemeteries found at the time of this survey.
- The property has access via NE Front Street, which is a public right of way.
- Interior roadways appear to be private, variable in width and unnamed, unless otherwise shown.
- In response to ALTA/NSPS Table A Item 11, the location of utilities shown herein are from observed evidence of above ground appearances and surface markings pursuant to one call request for ground markings of underground utility lines.
- In response to ALTA/NSPS Table A Item 16, there was no observable evidence of earth moving work, building construction or building additions within recent months.
- In response to ALTA/NSPS Table A Item 19, there are no offsite easements or servitudes benefiting the subject property as disclosed by the title commitment provided for this site.
- Parcels A, B, & C are contiguous with no gaps, gores, or strips along common boundary lines. The legal description constitutes a mathematically closed figure.

**SCHEDULE B - TITLE EXCEPTION NOTES**

This survey is based on a title report prepared by First American Title Insurance Company, Commitment No. 124443-S-PERDUE, dated January 2, 2017 at 09:00 A.M.

Items not listed below are standard title exceptions and/or are not matters or issues that pertain to this survey.

NO SURVEY RELATED EXCEPTIONS.

**SIGNIFICANT OBSERVATIONS**

- [A] Shed crosses onto property, without the benefit of an easement, by up to 2 feet.
- [B] Farm road crosses through adjoining property, without the benefit of an easement, by up to 15 feet.

**ZONING NOTES**

The zoning information shown below was taken from a series of letters written by Rob Pierce, City Planner, Planning & Zoning Department, City of Milford, Delaware dated February 13, 2017.

Use and area regulations for the R-2 Residential zoning district are governed by the City of Milford Code, §230-10.

Map ID #: 16-18307-01-1600-000  
Zoned: R-2 - Residential District  
Permitted Use Classification: Residential  
Observed Use(s): Farm

Map ID #: 16-18307-01-1601-000  
Zoned: R-2 - Residential District  
Permitted Use Classification: Residential  
Observed Use(s): Residential

Map ID #: 16-18307-01-1700-000  
Zoned: R-2 - Residential District  
Permitted Use Classification: Residential  
Observed Use(s): Residential

Total regular spaces provided: 0  
Total handicap spaces provided: 0  
Total combined spaces provided: 0

**FLOOD ZONE NOTE**

By graphic plotting only, this property is in Zone "X" (unshaded) of the Flood Insurance Rate Map, Community Panel No. 10005C0041K, which bears an effective date of March 16, 2015 and IS NOT in a Special Flood Hazard Area. By telephone call to the National Flood Insurance Program (800-638-6620) we have learned this community DOES currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Survey Prepared by:

**FIRST ORDER, LLC**

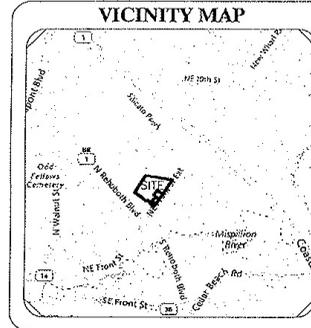
4383 Hecktown Road  
Bethlehem, Pa 18020  
Phone (610) 365-2907 Fax (610) 365-2958

Surveyor's Drawing No.	5032.dwg
Surveyor's Site Ref.	5032
Checked by: JWS	Drawn by: REP
GRAPHIC SCALE: 1" = 50'	

**LEGEND OF SYMBOLS & ABBREVIATIONS**

BOUNDARY SYMBOLS		ELECTRIC METER		SIGN	
(R) RECORD DATA	(E) ELECTRIC METER	↑	↑	↑	↑
(S) SURVEYED DATA	(E) ELEC. TRANSFORMER	↑	↑	↑	↑
(M) MEASURED DATA	(E) FIRE HYDRANT	↑	↑	↑	↑
(M) MONUMENT FOUND	(E) FLAG POLE	↑	↑	↑	↑
(M) MONUMENT SET	(E) GAS LINE	↑	↑	↑	↑
(M) P.K. NAK. FOUND	(E) GAS MANHOLE	↑	↑	↑	↑
(M) P.K. NAK. SET	(E) GAS METER	↑	↑	↑	↑
(M) R.R. SPIKE FOUND	(E) GAS VALVE	↑	↑	↑	↑
(M) R.R. SPIKE SET	(E) GAS WIRE	↑	↑	↑	↑
(M) FOUND X MARK	(E) KEY PAD	↑	↑	↑	↑
(M) SET X MARK	(E) L/S LANDSCAPING	↑	↑	↑	↑
(M) AIR COMPRESSOR	(E) LIGHT BOLLARD	↑	↑	↑	↑
(M) AIR CONDENSER	(E) LIGHT POLE	↑	↑	↑	↑
(M) BACK SET LINE	(E) METAL	↑	↑	↑	↑
(M) BENCHMARK	(E) METAL TANK COVER	↑	↑	↑	↑
(M) BOLLARD	(E) MONITORING WELL	↑	↑	↑	↑
(M) BORE HOLE	(E) OVERHEAD ELECTRIC	↑	↑	↑	↑
(M) BUREAU BOX	(E) PARKING METER	↑	↑	↑	↑
(M) CABLE TELEVISION	(E) PAY PHONE	↑	↑	↑	↑
(M) CLEAN OUT	(E) PVC PLASTIC PIPE	↑	↑	↑	↑
(M) CORRUGATED METAL PIPE	(E) POWERPOLE	↑	↑	↑	↑
(M) CURB INLET	(E) REINFORCED CONC PIPE	↑	↑	↑	↑
(M) ELEC. MANHOLE	(E) RIGHT OF WAY	↑	↑	↑	↑
	(E) SANITARY SEWER MANHOLE	↑	↑	↑	↑
	(E) SPOT LIGHT	↑	↑	↑	↑
	(E) STORM DRAIN MANHOLE	↑	↑	↑	↑
	(E) STORM INLET	↑	↑	↑	↑
	(E) STREET LIGHT POLE	↑	↑	↑	↑
	(E) TELEPHONE BOX	↑	↑	↑	↑
	(E) TELEPHONE LINE	↑	↑	↑	↑
	(E) TELEPHONE MANHOLE	↑	↑	↑	↑
	(E) TREE	↑	↑	↑	↑
	(E) TRAFFIC SIGNAL	↑	↑	↑	↑
	(E) TRAFFIC SIGNAL BOX	↑	↑	↑	↑
	(E) TRAFFIC MANHOLE	↑	↑	↑	↑
	(E) TRAFFIC POLES	↑	↑	↑	↑
	(E) UNDERGROUND CABLE	↑	↑	↑	↑
	(E) UNDERGROUND ELECTRIC	↑	↑	↑	↑
	(E) UNDERGROUND GAS	↑	↑	↑	↑
	(E) UNDERGROUND TELEPHONE	↑	↑	↑	↑
	(E) UNKNOWN MANHOLE	↑	↑	↑	↑
	(E) WALKWAY SYSTEM	↑	↑	↑	↑
	(E) WATER LINE	↑	↑	↑	↑
	(E) WATER MANHOLE	↑	↑	↑	↑
	(E) WATER METER	↑	↑	↑	↑
	(E) WATER VALVE	↑	↑	↑	↑
	(E) FENCE LINE	↑	↑	↑	↑

**VICINITY MAP**



**LEGAL DESCRIPTION**

**Surveyor's Description**

**PARCEL "A"**

ALL that certain lot, piece and parcel of land, lying and being in the City of Milford, Kent County, Delaware, fronting on the northwesterly side of NE Front Street, more particularly described as follows:

BEGINNING at a rebar set of the northwest side of NE Front Street, a.k.a. Delaware Route 14, thence along lands of the City of Milford the following four courses: N 52°12'18" W a distance of 169.42' to a disk found; thence N 35°03'42" E a distance of 35.00' to an iron pipe found; thence N 52°12'18" W a distance of 150.00' to a disk found; thence S 55°03'42" E a distance of 50.00' to a disk found; thence along lands of Duane A. and Joyce A. Kenton, N 52°12'18" W a distance of 484.40' to a rebar set; thence along lands of Perdue Farms Inc., N 36°13'22" E a distance of 694.03' to an iron pin found; thence along lands of Lynn A. McColley, Trustee, S 76°01'57" E a distance of 838.60' to an iron pin found on the northwest side of NE Front Street; thence along NE Front Street S 34°41'59" W a distance of 499.19' to an iron pin found; thence along lands of Cynthia L. Tolman the following three courses: N 55°18'00" W a distance of 222.00' to a rebar set; thence S 34°42'00" W a distance of 196.00' to a rebar set; thence S 55°18'00" E a distance of 222.00' to a rebar set on the northwest side of NE Front Street; thence along NE Front Street S 34°41'59" W a distance of 30.00' to a rebar set; thence along lands of Cynthia L. Tolman-Hogan the following three courses: N 55°18'00" W a distance of 150.00' to a rebar set; thence S 34°42'00" W a distance of 175.00' to a rebar set; thence S 55°18'00" E a distance of 150.00' to a rebar set on the northwest side of NE Front Street; thence along NE Front Street S 34°41'59" W a distance of 118.84' to a rebar set, the Point of Beginning.

Being a part of that some property conveyed unto Margaret B. Tolman by deed of Lawrence Tolman dated December 3, 1970 and recorded in the Office of the Recorder of Deeds of Kent County, Delaware in Deed Book U, Volume 26, Page 116.

Being a part of that some property passing unto Donald P. Tolman by the Last Will and Testament of Margaret B. Tolman of record in the Register of Wills of Kent County, Delaware in Will Book V, Volume 7, Page 23.

Donald P. Tolman departed this life on September 20, 2016 and his Last Will and Testament is of record in the Register of Wills of Kent County, Delaware in Will Book K, Volume 11, Page 420.

Being PID 15310 and Map ID 5-16-18307-01-1600-00001 in the records of Kent County.

**ALTA/NSPS LAND TITLE SURVEY**

Kent County  
709 & 801 NE Front Street  
Milford, DE  
Surveyor's Certification

To: Perdue Foods LLC, Venable LLP; First American Title Insurance Company, and its agents; and MKAssociates, Inc.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 6(a), 6(b), 8, 11, 13, 16, 19, 20, and 21 of Table A thereof.

The field work was completed on January 12, 2017.

Date of Plot or Map: February 7, 2017  
Date of Last Revision: February 22, 2017

*William T. Derry*  
Surveyor's Signature

Professional Land Surveyor: William T. Derry  
Registration Number: 652  
in the State of Delaware

[Insert Surveyor's Signature/Seal]

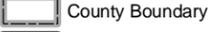
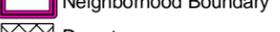
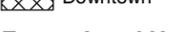
PROJECT NAME: KENT COUNTY MIKA PROJECT No.: 5922-17-4397  
ADDRESS: 709 & 801 NE Front Street CITY: Milford STATE: DE

For Inquiries Concerning This Survey Contact MKA  
National Coordinators of Land Survey Services  
6593 Commerce Court - Warrenton, Virginia 20187  
Phone: (540) 428-3550 Fax: (540) 428-3560  
Email: comments@mkassociates.com www.mkassociates.com

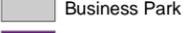
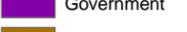
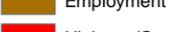
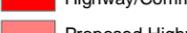
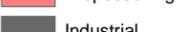
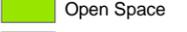
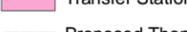
# Milford Comprehensive Plan

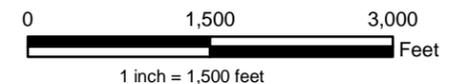
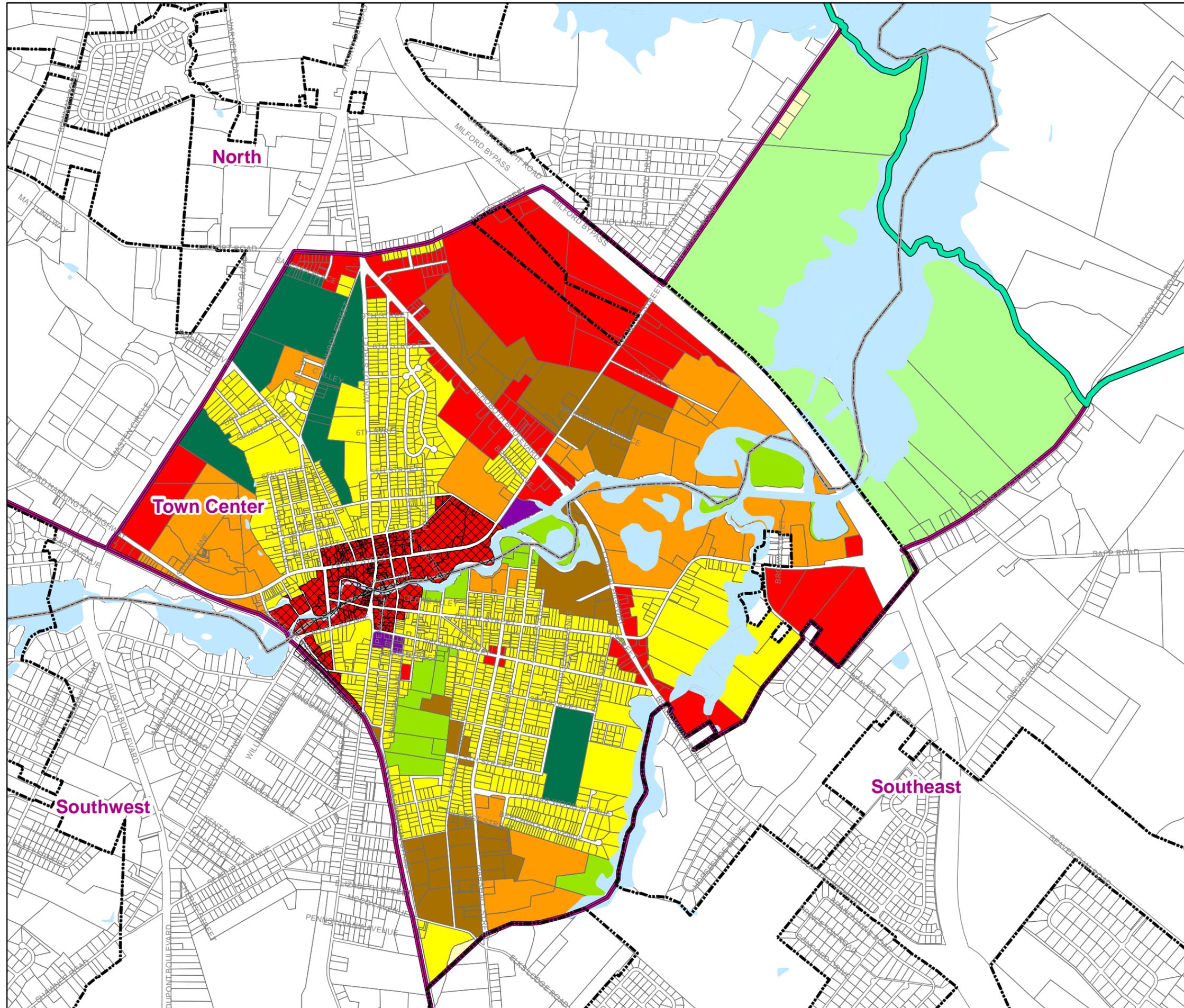
## Figure 14D Neighborhood Map - Town Center

### Legend

-  City Boundary
-  County Boundary
-  Urban Growth Boundary
-  Water
-  Neighborhood Boundary
-  Downtown

### Future Land Use

-  Business Park
-  Government
-  Employment
-  Highway/Commercial
-  Proposed Highway/Commercial
-  Industrial
-  Institutional
-  Low Density Residential
-  Proposed Low Density Residential
-  Moderate Density Residential
-  Proposed Moderate Density Residential
-  Open Space
-  Proposed Institutional
-  Proposed Open Space
-  Transfer Station
-  Proposed Thompsonville Intersestion



Data Sources:  
 Roads - DELDOT  
 State, County, Municipal Boundaries - State of Delaware  
 Future Land Use, Neighborhood Boundaries - City of Milford

§ 230-17. - I-2 General Industrial District.

[Added 7-9-1990]

In an I-2 District no building/structure or premises shall be used and no building/structure or part thereof shall be erected or altered which is arranged, intended or designed to be used, in whole or in part, for any purpose except for one or more of the following uses and complying with the requirements herein indicated.

- A. The purpose of the I-2 General Industrial District shall be to provide locations for the development of large or heavy manufacturing, warehousing, wholesale and research establishments, which may include those that may produce some objectionable conditions, and also to concentrate the more intensive industrial uses in areas that would least impact neighboring zoning districts or uses.
- B. Permitted uses. Permitted uses for the I-2 District shall be as follows:
  - (1) All items allowed in the I-1 District.
  - (2) Heavy manufacturing, assembling, converting, altering, finishing, cleaning or any other processing, handling or storage of products or materials, provided that the fuel or power supply shall be of an approved type. Also included shall be all incidental clinics, offices, cafeterias and recreational facilities for the exclusive use of in-house staff and employees.
  - (3) Research, design and development laboratories.
  - (4) Wholesale storage and warehousing.
  - (5) Building contractors' yards.
  - (6) Large public utility facilities, or major uses thereof.
- C. Prohibited uses. The following are expressly prohibited in an I-2 District:
  - (1) Residences.
  - (2) Manufacturing uses involving primary production of the following products from raw materials: asphalt, cement, charcoal and fuel briquettes; chemicals: carbide, ammonia, aniline dyes, caustic soda, cellulose, chlorine, carbon black and bone black, creosote, hydrogen and oxygen, industrial alcohol, nitrates (manufactured and natural) of an explosive nature, potash, petro chemical, pyroxylin, rayon yarn and hydrochloric, nitric, picric, phosphoric and sulfuric acids; coal, coke and tar products, including gas manufacturing, explosives, fertilizers, gelatin, glue and size (animal); linoleum and oil cloth, matches, paint, varnishes and turpentine; rubber (natural and synthetic); soaps, including fat rendering; and starch.
  - (3) Dumps, junkyards, automobile salvage and dismantling plants/yards, public storage areas or operations for the storage or resale of used automotive or other machine parts.
  - (4) Operations involving slaughterhouses, stockyards or slag piles.
  - (5) Quarries, stone crushers, screening plants and all associated uses.
  - (6) The following processes: nitrating of cotton or other materials; magnesium foundry; milling or processing of flour; large-scale reduction, refining, smelting and alloying of metal or metal ores; refining petroleum products, such as gasoline, kerosene, naphtha and lubricating oil; distillation of wood or bones; and reduction and processing of wood pulp and fiber, including paper mill operations and sawmills.
  - (7) Storage of explosives and bulk or wholesale storage of gasoline above ground.
- D. Conditional uses. The following uses are permitted in the I-2 District in accordance with the provisions within Article IX (conditional use portion) of this chapter:
  - (1) Airfields or airpark facilities.
  - (2) Tractor-trailer storage and parking facilities.

- (3) Farm machinery and truck manufacture, sales, storage and repairs.
  - (4) Fertilizer storage and distribution centers.
  - (5) Heating, ventilating, cooling and refrigeration manufacturing.
  - (6) Trash compaction: transfer station and solid waste management system, not to include hazardous waste.
  - (7) Recycling or collection facilities for paper, glass, plastics and metal.
  - (8) Grain storage and processing.
  - (9) Meat processing, chicken processing and seafood processing.
  - (10) Aluminum recycling and smelting (small scale).
  - (11) Food and vegetable cleaning, canning and freezing.
- E. Design standards and requirements. These are minimum requirements for all activities that are permitted or conditional uses. Conditional use activities are subject to much greater restrictions as may be required by the Planning Commission.
- (1) Accessory uses shall not be permitted without a principal use.
  - (2) Any uses not permitted, as previously listed, are prohibited.
  - (3) All uses shall be conducted within a completely enclosed building. There shall be no open storage of raw, in process or finished products, supplies or waste material, except in areas approved by the Planning Commission during the site plan review hearing.
  - (4) In a planned industrially zoned I-2 District, no building/structure, accessory structure or sign shall be located closer than 250 feet to any existing nonindustrial district boundary.
  - (5) Adequate off-street parking shall be provided for all employees and traffic to the buildings. The minimum requirements are given in Article IV of this chapter and are to be deemed as minimum standards only. Standards in excess of those stated in Article IV may be stipulated by the Planning Commission during the site plan review.
  - (6) Fencing is required in any and all areas which would pose a threat to public safety and the security of the facility. All fencing shall be properly maintained.
  - (7) All front yard areas shall be maintained in a neat and attractive condition. All side and rear yard areas shall be kept uncluttered and free from any conditions that would constitute a safety hazard for employees or anyone visiting the site.
  - (8) All loading operations shall be conducted at the side or rear of the building. In the unloading or loading process, no vehicles participating in these operations shall be allowed to extend into any public or private driveway or street or impede its traffic circulation.
  - (9) All odorous fumes or matter emitted into the environment from any/all fuel-burning equipment, open stacks or chimneys and internal combustion engines must comply with the requirements set forth by the DNREC, State of Delaware.
  - (10) Dust or particulate debris from any processing or production operations will be minimized by the use of appropriate mechanical and/or electrical devices to the extent necessary to ensure that such emissions shall not be offensive at or beyond the property line of the industry/warehouse. All such activities will comply with the requirements of DNREC, State of Delaware.
  - (11) All internal roads, driveways and parking areas (for public, in-house employee or truck/vehicular traffic) shall be paved.
  - (12) All dry waste, in dust or particulate form, will be transported in closed or covered vehicles.
  - (13) The proposed use shall not endanger the surrounding facilities or communities to the possibility of fire or explosion. All uses shall comply with state regulations which control or govern their

operation. There shall be no allowances for the storage of radioactive materials or those materials deemed to be toxic or dangerous.

(14) The proposed use shall not allow the emission of heat or glare beyond its property line. All lighting shall be directed so as not to cause glare to the surrounding properties. The light source shall be shielded so as not to be visible from adjoining properties.

(15) All I-2 District projects and proposals are subject to site plan review by the Planning Commission.

F. Area and height regulations.

(1) Minimum lot area shall be 2 1/2 acres.

(2) Maximum lot coverage shall be 50%, with the remainder being that of grass and landscaped areas. Parking areas shall be landscaped.

(3) Minimum lot width shall be 150 feet.

(4) Maximum building height shall be 50 feet.

(5) Minimum front yard setback shall be 75 feet.

(6) Minimum side yard setback shall be 50 feet.

(7) Minimum rear yard setback shall be 50 feet.

(8) Off-street parking. See Article IV of this chapter.

(9) Landscape screening. See Article V of this chapter.

(10) Sign requirements. See Article VI of this chapter.

(11) Accessory structures shall occupy no more than 10% of the lot area.

(12) Accessory structures shall be located in the side and rear lot areas.

(13) Accessory structures shall be located at least 50 feet from the rear lot line.

# S.C.A.T. Dinner for Wednesday, June 7, 2017

LOCATION: Rookery North  
6152 S Rehoboth Blvd  
Milford, DE 19963

TIME: 6:00 pm - Social (cash bar)  
6:30 pm - Dinner

HOST: City of Milford

SPEAKER: Yolanda Schlabach, Zoe Ministries ([www.zoe-delaware.org](http://www.zoe-delaware.org))

COST: \$35.00

MENU: House salad with choice of dressing  
Warm dinner rolls  
Coconut Shrimp with pina colada dipping sauce and cocktail sauce  
4 oz Filet Mignon  
Grilled Chicken breast topped with sautéed spinach, roasted red peppers and provolone cheese  
Au gratin potatoes  
Seasoned green beans  
Dessert: Warm brownie bites with vanilla ice cream

For reservations, please contact  
Christine Crouch at <mailto:ccrouch@milford-de.gov>  
no later than **TUESDAY, MAY 30, 2017 AT 4:00 PM**

Please make checks payable to:  
**City of Milford**  
Attention: Christine Crouch  
201 S Walnut Street  
Milford, DE 19963



**DELAWARE LEAGUE OF LOCAL GOVERNMENTS  
MONTHLY DINNER MEETING  
THE DUNCAN CENTER  
500 W. LOOCKERMAN STREET, 5<sup>TH</sup> FLOOR, DOVER**

\*\*\*\*\*

**THURSDAY, MAY 25, 2017**

REGISTRATION/SOCIAL HOUR: 5:30 P.M. - 6:15 P.M.

DINNER: 6:30 P.M. – 7:15 P.M.

PROGRAM: 7:15 P.M.

**PROGRAM:**

The League is pleased to welcome the Honorable Congresswoman Lisa Blunt Rochester as keynote speaker in May. Lisa was elected in 2016 to the United States House of Representatives and is the first woman and person of color to represent the State of Delaware in Congress. She serves on the House Committee on Education and Workforce and House Committee on Agriculture.

A brief presentation will be made by DNREC to introduce the Resilient and Sustainable Communities League to members. RASCL is a resource network and forum for local governments to promote their resiliency and sustainability plans and accomplishments.

The DLLG wishes to thank Zelenkofske Axelrod for sponsoring this month’s dinner meeting and complimentary social hour drinks.

**Next Meeting: Thursday, June 22, 2017**

\*\*\*\*\*

**WE MUST HAVE YOUR RESERVATIONS NO LATER THAN MAY 19, 2017**

Mail To/Make Payable to: Delaware League of Local Governments • P.O. Box 484 • Dover, DE 19903-0484  
Phone: 302-678-0991 • Email: [cfluft@udel.edu](mailto:cfluft@udel.edu)

\_\_\_\_\_ will have \_\_\_\_\_ attendees  
(Municipality/County/Agency)

PLEASE LIST THE NAMES OF THOSE ATTENDING

<u>Name</u>	<u>Title</u>
_____	& _____
_____	& _____
_____	& _____
_____	& _____
_____	& _____
_____	& _____

- ( ) Check enclosed for ( ) dinners @ \$30 each
- ( ) Payment will be made at the door
- ( ) Check mailed for ( ) dinners @ \$30 each

# Ordinance 2017-13

## Chapter 197-Streets and Sidewalks

WHEREAS, certain conditions arise from time that requires the temporary closure or blockage of streets and/or sidewalks; and

WHEREAS, the City Manager of the City of Milford shall arrange for the temporary closure of streets and traffic rerouting to minimize hazardous conditions and allow for orderly movement of traffic; and

WHEREAS, the City Clerk is to communicate needed temporary street and sidewalk closures to City and Police Departments and the Carlisle Fire Company to ensure proper notification.

NOW, THEREFORE, THE CITY OF MILFORD HEREBY ORDAINS:

*Section 1. An Ordinance to Amend the Code of the City of Milford by Amending Chapter 197 entitled Streets and Sidewalks.*

### Chapter 197 - STREETS AND SIDEWALKS

#### ARTICLE II - Miscellaneous Provisions

*Section 2. Section 197-15 is hereby amended by removing text indicated in strikethrough and incorporating new paragraphs (A)(1) and (B) as underlined:*

§ 197-15. - Authority to temporarily close or block streets and sidewalks.

~~Both the city manager and/or designee and chief of police and/or designee shall have the authority to temporarily close streets, sidewalks or private entrances onto public streets to vehicular and pedestrian traffic when necessary for the public safety or convenience or to conduct work on streets or sidewalks.~~

(A) The City Manager and/or designee shall have the authority to temporarily close or block streets, sidewalks or private entrances onto public streets to vehicular and pedestrian traffic when necessary for the public's safety or to conduct work on streets or sidewalks. Permission shall be granted in the form of a permit issued by the Office of the City Clerk. Permit shall at all times, when streets or sidewalks are closed, be in the possession of a person at the site of the temporary closure and provided to any Police Officer or employee of the City upon request.

(1) Notification shall be provided to Milford Police Department, City Departments and the Carlisle Fire Company.

(B) The Chief of Police and/or designee is hereby authorized to close temporarily any street or roadway in an impending or existing emergency or when in his/her opinion, there is reasonable justification for the closing of such street or roadway.

(C) This section shall not apply to those governmental agencies which are otherwise authorized to close streets. Any roadway, lane or sidewalk closure request having direct and indirect impacts on a State of Delaware right-of-way must inform the Special Events Manager in Delaware Department of Transportation Traffic Safety Section.

*Section 3. Dates.*

Introduction: 05/08/2017

Adoption (Projected): 05/22/2017



# TEREX®

## CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 200 Eden Way - White House, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: **4/14/2017** NJPA Contract 042815-TER  
REF QU06004  
Quote Number: QU08886

**City of Milford**  
180 Vickers Drive  
Milford, DE 1996

Attention: Richard Carmean

**NJPA Baseline Price: \$90,545**

**NJPA Baseline Chassis: \$67,323**

**Estimated Shipping & Handling: \$4,800**

**NJPA Open Market Items: \$15,304**

**NJPA Open Market Chassis: \$5,048** Total Chassis: \$72,371

**Grand Total Each: \$183,020**

\*Plus all applicable taxes and license fees. Chassis payment is due upon chassis receipt at our facility.

Quote is valid for 30 days. Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

**Notes:**

- 1) Delivery Terms are: FCA, Shipping Point Delivery Prepaid and Included.
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 210-270

**Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to 605-882-5595 or transmit it to your Account Manager.**

Terex Utilities Inc.

Billy Niklasch  
Sales Coordinator

Curtis Schools  
Account Manager

Accepted By:

\_\_\_\_\_

PO Number: \_\_\_\_\_

Quantity: \_\_\_\_\_

Grand Total: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS & CONDITIONS OF SALE**  
**TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.**  
**U.S. and CANADA (except Quebec)**

**1. Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. "Seller" herein shall be the seller identified in the Sales Order Acknowledgement or other applicable sales documents. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Seller's Parts and Equipment (hereinafter collectively referred to as "Products") sold and shipped to Buyer on and after August 1, 2016, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained herein. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

**2. Terms of Payments.** Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

**3. Taxes and Duties.** Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

**4. Title, Property, Risk and Delivery.** Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the

delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

**5. Delays Caused By Buyer.** In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

**6. Cancellation.** Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

**7. Inspection and Acceptance.** Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

**8. Warranty for New Products.** Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse,

negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

**9. Warranty for Used Equipment.** Used Equipment sold hereunder is sold on an “AS IS, WHERE IS, WITH ALL FAULTS” BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment’s condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

**10. Remedies for Breach.** IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER’S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller’s warranty extend the length of the warranty beyond the period specified in Section 8 herein.

**11. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller’s liability for death or personal injury when directly related to Seller’s negligent act or omission.**

**12. Limitation of Actions.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

**13. Specification Changes.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer’s revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

**14. Trade-in Offers.** Trade-in offers are subject to Seller’s inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

**15. Insurance.** Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer’s responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

**16. Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller’s trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer’s representative, upon prior written approval of Seller. All plans,

photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

**17. Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

**18. Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

**19. Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

**20. Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

**21. Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Products, technology, information or warranty related services. Buyer further agrees that it shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly, or with its knowledge, indirectly, into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

**22. Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement and customer support purposes

**23. Construction and Severability.** These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**24. Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

**25. No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

**26. No Set-off.** Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

**27. Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: \_\_\_\_\_



Terex Utilities, Inc.  
500 Oakwood Rd, Watertown, SD 57201  
Phone: 605-882-4000 Fax: 605-882-1842

04/14/2017

**CITY OF MILFORD**  
180 VICKERS DRIVE  
MILFORD, DE 19963  
Attention: RICHARD CARMEAN

Phone: (302)422-1110

**Qty. Description**

UNIT

- 1 One (1) new Terex Hi-Ranger TL45 Articulating / Telescoping Aerial Device providing a working height of 49.8 ft (15.2 m).  
Unit will be mounted behind the cab.

**Design Criteria:**

\* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

**Hydraulic System:**

- \* Full pressure open center hydraulic system.
- \* Hydraulic hoses are equipped with permanent type fittings.

**Miscellaneous:**

- \* All metallic components of the complete aerial device are prime painted.
- \* The fiberglass upper boom, boom inserts, platforms and covers are white.
- \* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- \* Warning decals provided with unit.

- 1 Pedestal with 20 gallon integral tank.
  - \* The pedestal is designed with access holes for maintenance of hydraulic plumbing.
  - \* An internal 20-gallon hydraulic oil reservoir provided with a 60-mesh filler screen baffles gauge. 100 mesh suction screen with bypass clean out access hole and dip stick.

- 1 Turntable and Lower Boom Assembly:

**Lower Boom:**

- \* Filament wound high strength fiberglass insert providing an insulation gap.
- \* The lower boom articulation is from 0 to 82 degrees.

**Lower Controls:**

\* Individual control levers are located in an accessible location on the turntable.

**Rotation:**

**Qty. Description**

\* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

- 1 Boom Tip with 4 Function Controls, Platform Rotator and Platform Lifter:

Upper Controls: "Control-Plus" single stick controller.

\* Enable lever must be actuated before operation.

The end mount platform rotator offering 180 degrees of hydraulic rotation.

The platform lifter provides 24" of vertical platform lift.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Upper Boom:

\* Filament wound high strength fiberglass boom providing an insulation gap.

\*\* ALTERED FROM STANDARD \*\*

- 1 De-rate 24x48 bucket to 300# with or without platform lifter.

- 1 Platform, End Mount, 24 x 48 x 42:

\* Includes one outside access step with slip-resistant surface.

\* Two safety harnesses with lanyards.

\* A Padded saddle rest provides platform support during road travel.

- 1 Insulated Platform Liner with Step for 24" x 48" x 42" Platform:

\* Tested at 50 KV AC.

- 1 Scuff Pad with Step to fit inside of a platform liner for a 24" x 48" Platform:

\* Non-skid standing surface.

- 1 Vinyl Foam Filled Platform Cover For 24" x 48" Platform:

\* Water resistance with internal elastic cord around edge.

- 1 Demand Throttle:

\* Two speed throttle system automatically increases engine RPM to a pre-set speed when an increase in hydraulic pressure is sensed.

\*\* Note: Only available on units with Open Center Hydraulic systems. Requires tool option with flow control; for units with pump flows of 5 gpm or more at high idle.

- 1 Dual Hydraulic Tool Outlets At Platform With Flow Control:

\* Installed at the platform to accommodate two open center hydraulic tools.

\* Provides 5 GPM at 2250 psi at engine idle.

- 1 Auxiliary Power:

\* Allows the operation of any function for a time period limited by battery life.

\*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

**Qty. Description**

- 1 Continuous And Unrestricted Rotation:
  - \* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
  - \* A 4 channel electric collector ring is provided as standard.
  
- \*\* ALTERED FROM STANDARD \*\*
- 1 Tie down kit and sub-base for unit without outriggers.
  
- 1 A boom rest with a cam style tie down strap is provided.
  
- 1 Lower Boom Material Handling Lift Eye:
  - \* Maximum capacity of 1000 lbs.
  
- 1 Pump for systems requiring 11 gallons per minute:
  - \*Fixed displacement vane pump providing 5 gallons per minute at 725 engine rpm and 8 gallons per minute at 1050 engine rpm with a 103% pto.
  
- BODY, INSTALLATION
- \*\* BODY INFORMATION \*\*
- 1 Steel line body per the supplied specifications.
  
- 1 Install Aerial Device Behind Cab And Install All Associated Components:
  - \* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2015.
  
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
  
- 1 Platform rest, bottom base
  
- 1 Chassis Spring Additions:
  - \* Build up left rear chassis springs to level vehicle.
  
- 1 Power take off with indicator light for automatic transmission.
  
- 1 DOT Inspection.
  
- 1 Set chassis parameters.
  
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
  
- 2 Rubber wheel chocks with eye bolt.
  
- 1 Cone holder bracket, hoop shape type to be welded on a front bumper.
  
- 1 Grab handles as necessary for 3-point contact.
  
- 2 Cable type gripstrut stirrup step.

**Qty. Description**

Installed one (1) each side at rear.

- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Cab guard access from cargo area.
- 2 Mud flap with no logo 36" tall.  
Note: Trim As-Required.
- 1 Under body mounting kit for a pair of mud flaps.
- 1 Bracket for storing grounding cable.
- 1 2/0 Black Electrical Cable used for grounding per ASTM F855-04:  
\* 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.  
\* Three point grounding system for grounding vehicle during work operations.  
\* Cable must be fully removed from bracket before use.  
NOTE! Purchaser to verify this meets their company's requirements for fault current.
- 1 3-point grounding system to connect tower/subframe, chassis frame rails, and body to either a stainless steel grounding lug or grounding cable. Includes 15 feet of 2/0 green grounding cable and threaded ferrule.
- 1 Cab guard constructed of tubing and heavy duty expanded metal.  
Note: Consists of cab guard, rear module, and gussets.  
Note -Must have either a front bumper winch or channel bumper required for mounting.
- 1 Channel bumper and skirt required for mounting a cab guard.
- 1 Chain Storage with recess of the subframe.  
  
To have smooth bottom with notched corners for cleanout.
- 1 Rear upper boom support upper half for TL45-50 units, install in cargo area.  
Rear upper boom support for TL units, install in cargo area.
- 1 Peterson LED 9-lamp DOT Lighting Package:  
\* Complies with FMVSS 108.  
\* Includes required lights, junction box and wiring harness.  
\* Note: Back-up lights are incandescent.
- 1 Lighted license plate bracket kit with incandescent light.
- 1 Eight (8) outlet power strip installed under inverter shelf hard wired to hot to ignition key.

**Qty. Description**

PN 65366232

- 1 Dimensions 3000N inverter, 3000W continuous, 120VAC, Up to 25A.  
Installed in CS first vertical near the top with open bottom.
- 1 Inverter Spacer Tube
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.  
One (1) each side front of cab guard.
- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.  
\*Wired into On/Off switch in cab.
- 2 Whelen LED 3.5" White Flash Light. (Pair)  
\*3 LED Clusters, 10 flash pattern.  
  
Located streetside and curbside wheel panels.
- 2 Cab guard strobe mounting.
- 2 Two (2) LED Betts light with switch. Exact location to be determined upon approval drawing.  
PN 65322529
- 1 15 ton pintle hook:  
\* Safety chain eyes.  
"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
- 1 ICC rear bumper.
- 2 Recovery tow eye, 29,000#.   
  
Rear tow hooks.
- 1 7-prong trailer socket.  
NOTE: Stop & turn signal lights on combined circuit.
- 1 Torsion bar stabilizer for 4X2 front axle.  
This is non-applicable for 4x4 front axle.  
Note: This only is applicable for front full leaf spring suspension.

**Qty. Description**

- 1 Torsion bar stabilizer for rear axle.  
Above frame.
  
  - 30 Fill with Hydraulic oil for general purpose use.  
\* Refer to the product maintenance manual for specific type to be used.
  
  - 1 Safety Kit consists of the following:  
\*10-lb ABC fire extinguisher with the use of 0092099 bracket.  
\*James King triangle reflector kit.
  
  - 1 10-lb ABC fire extinguisher with the use of 0092099 bracket.
  
  - 1 Paint line body one color up to 156".  
\*Note - Paint under carriage black.  
  
To be white.
  
  - 1 Paint TL, LTM & TPL aerial device one color.  
  
To be white.
  
  - 1 Paint body floor with non-skid paint.
  
  - 4 Paint box/basket one color.  
  
To be white.
  
  - 1 Paint cab guard one color.  
\* Note: specify color  
  
To be black.
  
  - 1 Undercoat body.
- 2,040 BALLAST CHARGE
- CHASSIS  
\*\* CHASSIS INFORMATION \*\*
- 1 2018 International 4300 SBA 4x2 chassis per the supplied specifications.
- SPECIAL CHARGES
- 1 Delivery to Customer.

**Qty. Description**

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:  
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;  
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;  
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary  
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start  
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform  
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

**B&G Bodies Inc. 132" line body 46 inches high X 94 inches wide.**

18 Inch compartment depth.

58 Inch bed area.

28 Inch top of floor to top of body.

24 Inch horizontal compartment height.

12 Ga. Treadplate wheel wells.

16 Ga. body materials.

12 Ga. treadplate floor.

12 Ga. treadplate compartment tops.

Stainless Steel Automotive rotary type door latches.

Stainless steel rod and socket type door hinges.

Gas Cylinder door holders on all vertical hinged doors and

Chain stops on horizontals.

Double Panel Body Doors.

Rubber rolled crown type fenders. **(Ship Loose - No Cutouts)**

VISTA LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

\*Does not include Boxes or Tailshelf Compartments

Rope Lights Ship Loose.

Automotive Bulb Type Weatherstripping. **(Ship Loose)**

Front bulk head. **(Ship Loose)**

**Streetside Compartmentation:**

**1st Vertical:**

24 Inches wide with Two (2) adjustable shelves each with 4 adjustable dividers.

**2nd Vertical:**

24 Inches wide with Two (2) adjustable shelves each with 4 adjustable dividers.

**Horizontal:**

60 Inch compartment.

Nine (9) Adjustable dividers installed in compartment bottom.

**Rear Vertical:**

24 Inches wide with Five (5) fixed/adjustable material hooks 1-3-1.

**Hotstick Shelf:**

132 Inches long with woodlined shelf and rear dropdown access door.

**Curbside Compartmentation:**

**1st Vertical:**

24 Inches wide with Two (2) adjustable shelves each with 4 adjustable dividers.

**2nd Vertical:**

24 Inch wide access steps to bed area.

**Horizontal:**

60 Inches wide with one adjustable shelf with 9 adjustable dividers.

**Rear Vertical:**

24 Inches wide with Five (5) fixed/adjustable material hooks 1-3-1.

**Subframe Installation:**

Install Customer Supplied Subframe, with outriggers attached, to body.

**Tailshelf:**

Treadplate tailshelf 24 inches long X 94 inches wide x 6 inches high with thru and underslung compartments with dropdown access doors on streetside and curbside.

\* Bottoms on underslung compartments to be punched metal

9-Lamp light bar installed at rear.

**Wheel Chock Storage:**

Two each side built into body wheelwells.

**Tool Boxes: (Ship Loose)**

One (1) - 48" long X 18" high X 18" wide with top opening treadplate access lid.

\* Lift-up handle installed on front edge of box lid.

\* Equipped with Slam-action paddle type door latch and chain stops

\* Automotive Bulb Type weatherstrip installed around top opening - Ship Loose

One (1) - 84" long X 18" high X 18" wide with top opening treadplate access lid.

\* Lift-up handle installed on front edge of box lid.

\* Equipped with Slam-action paddle type door latch and chain stops

\* Automotive Bulb Type weatherstrip installed around top opening - Ship Loose

\* Box to be Vented

\* Box to be Plywood Lined.

**Punched Metal Basket: (Ship Loose)**

One (1) - 48" long X 30" high X 18" wide.

One (1) - 83" long X 12" high X 18" wide.

**Paint:**

Prime Paint Complete.

**Prepared For:**

TEREX - # 11577-01 MILFORD, TL45  
Ryan Kloos  
600 Oakwood Road  
Watertown, SD 57201-  
(605)882 - 4000  
Reference ID: N/A

**Presented By:**

NORTH CENTRAL INTL  
Robin Kunz  
4511 NORTH CLIFF  
SIOUX FALLS SD 57104 -  
(605)336-3820

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2018 4300 SBA 4X2 (MA025)**

**APPLICATION:**

Utility/Service (Other)

**MISSION:**

Requested GVWR: 33000. Calc. GVWR: 33000  
Calc. Start / Grade Ability: 42.42% / 1.95% @ 55 MPH  
Calc. Geared Speed: 79.2 MPH

**DIMENSION:**

Wheelbase: 156.00, CA: 88.90, Axle to Frame: 100.00

**ENGINE, DIESEL:**

{Cummins B6.7 280} EPA 2017, 280 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 280 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:**

{Allison 3500\_RDS\_P} 5th Generation Controls; Wide Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.

**CLUTCH:**

Omit Item (Clutch & Control)

**AXLE, FRONT NON-DRIVING:**

{Meritor MFS-13-122A} I-Beam Type, 13,000-lb Capacity

**AXLE, REAR, SINGLE:**

{Dana Spicer 21060D} Single Reduction, 20,000 lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 6.17

**CAB:**

Conventional

**TIRE, FRONT:**

(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

**TIRE, REAR:**

(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**SUSPENSION, RR, SPRING, SINGLE:**

Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring

**PAINT:**

Cab schematic 100GA  
Location 1: 9219, Winter White (Std)  
Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 156.00 Wheelbase, 88.90 CA, and 100.00 Axle to Frame.	5474/2935	8409
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CAH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm); 456.0" (11582mm) Maximum OAL	58/611	669
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness  <u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	0/0	0
1SAL	CROSSMEMBER, REAR, AF (1)	0/20	20
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
2ATN	AXLE, FRONT NON-DRIVING {Meritor MFS-13-122A} I-Beam Type, 13,000-lb Capacity  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	81/0	81
3AGS	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 13,000-lb Capacity; with Shock Absorbers  <u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	113/0	113
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications  <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6  <u>Notes</u> : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered	90/40	130

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30
4EBT	AIR DRYER {Bendix AD-IP} with Heater  <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	20/17	37
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	17/0	17
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/0	0
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers  <u>Notes</u> : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	165/0	165
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake  <u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	0/211	211
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	36/0	36
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel	0/0	0
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0
5708	STEERING COLUMN Tilting	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0
5PRR	STEERING GEAR {TRW (Ross) TAS66} Power	16/0	16
7BEV	AFTERTREATMENT COVER Steel, Black	0/0	0
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	0/0	0
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
7WDM	EXHAUST HEIGHT 10'	0/0	0
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment  <u>Includes</u> : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXD	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	41/14	55
8RMB	RADIO AM/FM/CD/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	57/37	94
9HAD	GRILLE Chrome	0/0	0
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GA"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-62/-13	-75
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
12EJY	ENGINE, DIESEL {Cummins B6.7 280} EPA 2017, 280 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 280 Peak HP (Max)	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0

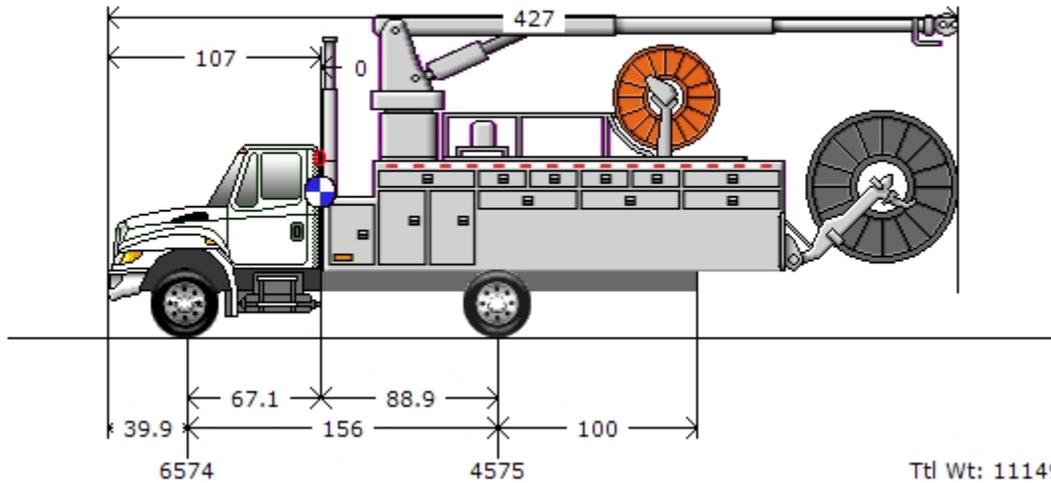
<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : FAN Nylon		
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler	36/-5	31
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VBR	AIR CLEANER with Service Protection Element	0/0	0
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WZB	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/ B6.7 or ISL/L9 Engines	0/0	0
12XZE	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2017	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.	128/60	188
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WEH	AUTOMATIC NEUTRAL Allison WT Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch	0/0	0
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks Modified for Single Input Auto Neutral	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAL	PTO LOCATION Left Side of Transmission	0/0	0
14AGX	AXLE, REAR, SINGLE {Dana Spicer 21060D} Single Reduction, 20,000 lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 6.17	0/408	408
	<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
	<u>Notes</u>		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring	0/66	66
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
15LMS	FUEL/WATER SEPARATOR Cummins Supplied on Engine, with 12 Volt DC Heater, with Water-in-Fuel Sensor	5/3	8
15SXJ	FUEL TANK Top Draw; Non-Polished Aluminum, 24" Diam., 50 U.S. Gal., 189 L Capacity, Mounted Left Side Under Cab	14/-1	13
15WCN	DEF TANK 5 U.S. Gal. 18.9L Capacity, Frame Mounted Outside Left Rail, Under Cab	-8/21	13
16030	CAB Conventional	0/0	0
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color		
16HBA	GAUGE CLUSTER English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16KAV	SEAT, DRIVER {National} Non-Suspension, High Back with Integral Head Rest, Vinyl, with Fixed Back	-36/-67	-103
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	15/8	23

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16SNB	MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	-3/0	-3
16VHG	CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") with Cab Air Suspension	71/-7	64
16WCT	AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster  <u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	64/7	71
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WKY	HVAC FRESH AIR FILTER	4/0	4
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
16WRX	CAB INTERIOR TRIM Deluxe  <u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	0/0	0
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	0/0	0
28DUG	WHEELS, REAR {Accuride 50408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack with Latched Switches)	0/0	0
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	0/0	0
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/188	188
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position	146/0	146
<b>Services Section:</b>			
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P	0/0	0
<b>Total Component Weight:</b>		<b>6574/4574</b>	<b>11148</b>
120 DAY TERMS		0/0	0
<b>Total Goods Purchased:</b>		<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	39.9	Body Length	(BL)	320	Tractor Front Axle:	6,574
Wheelbase	(WB)	156.00				Tractor Rear Axle:	4,574
Axle to Frame	(AF)	100.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	88.9					
Usable CA		88.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	6,574
Total Rear Axle:	4,575
Total Weight:	11,149

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

**Weight Distribution**

All weights are represented in lbs.

	<b>Truck</b>		
	Front	Rear	Total
<b><u>Chassis Weight</u></b>			
Chassis Weight:	6,574	4,574	11,148
Fuel:	0	0	0
DEF:	0	0	0
Empty Body:	0	1	1
	<b>(Curb Weight): 6,574</b>	<b>4,575</b>	<b>11,149</b>

**Loads**

Payloads:	0	0	0
Driver:	0	0	0
	<b>Axle Totals (Gross Weight): 6,574</b>	<b>4,575</b>	<b>11,149</b>

**Weight Ratings**

	<b>Truck</b>	
	Front	Rear
Axle(axle capacity)	13,000	20,000
Tire(tire capacity)	20,000	24,700
Suspension(suspension capacity)	13,000	23,500
Spring:	0	
Fed Bridge Law (axle spread):	20,000	20,000

<b>Wheel Combination</b>	<b>Load</b>	<b>Limit</b>
1 - 2	11,149	43,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 33,000 - Gross Vehicle Weight(GVW) 11,149 = 21,851 Reserves

**Weight Summary**

\* Distributed weights are within capacity limits



(0012EJY)

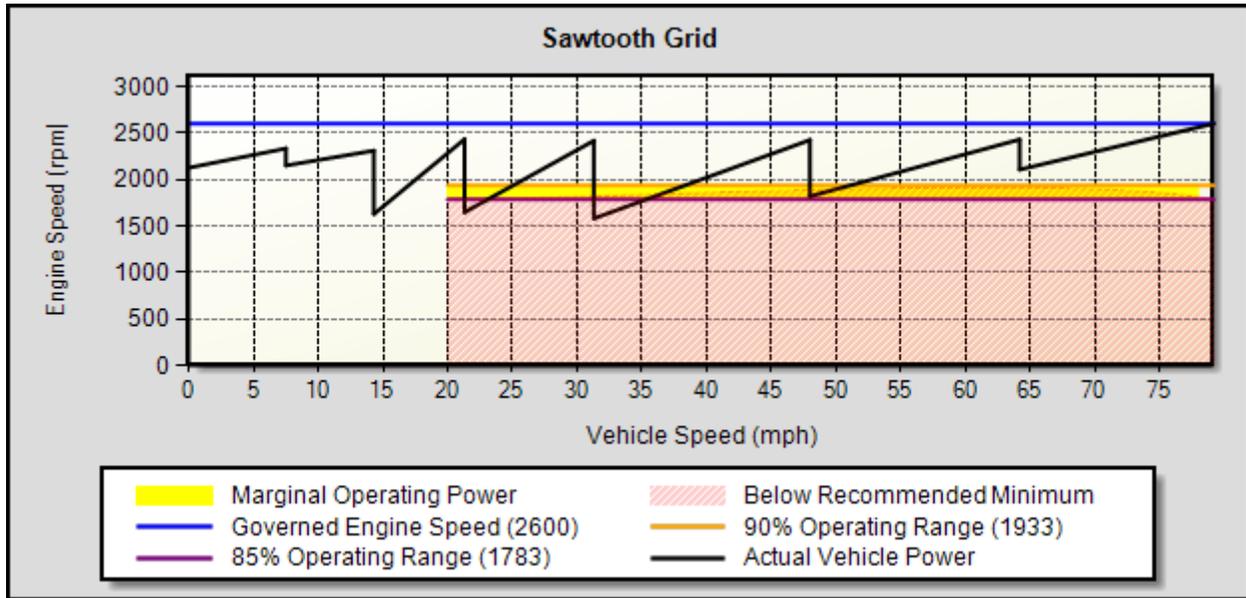
ATTACHMENTS: 0060ABE 0015WCN 0012TSY

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	70	MPH
Road Speed Governor Upper Droop	0	MPH
Road Speed Governor Lower Droop	0	MPH
Max Engine Speed No Veh Speed Sensr	2199	RPM
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	60.0	MIN
ISD Percent Engine Loading	100	%
ISD With PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Engine Coolant Temp Threshold	30	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	70	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	0.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	1500	RPM
PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	950	RPM
Remote PTO Speed Setting 2	950	RPM
Remote PTO Speed Setting 3	950	RPM
Remote PTO Speed Setting 4	950	RPM
Remote PTO Speed Setting 5	950	RPM
Remote Station PTO Resume Sw Spd	950	RPM

Remote Station PTO Set Switch Speed	950	RPM
Remote Station PTO Addition Sw Spd	950	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	0	MPH
Trip Information Vehicle Ovrsped2	0	MPH
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

**ENGINE/TRANSMISSION MATCHING**



**Sawtooth Details**

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	4.59	0.0	2125	7.5	2333	N/A	46	35	
2C	2.26	7.5	2149	14.3	2309	N/A	46	35	
2L	2.26	14.3	1627	21.3	2432	N/A	46	35	
3L	1.53	21.3	1646	31.3	2417	N/A	46	35	
4L	1.00	31.3	1580	48.0	2425	N/A	46	35	
5L	0.75	48.0	1819	64.2	2429	N/A	46	35	
6L	0.65	64.2	2105	79.2	2600	N/A	46	35	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

## STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	76.9	2524	*****	0.00	
HI GEAR SPEED @ RATED RPM	----	----	----	----	----	
55.0 MPH STEADY-STATE	6L	55.0	1805	*****	1.95	
TYPICAL OPERATING SPEED	6L	60.0	1969	*****	1.68	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## Recommendations / General Information

IDLE FUEL RATE : \*\*\*\*\* GAL/S/HR @ 700.0 RPM  
TORQUE CONVERTER : TC-413 STALL RATIO: 2.44

## Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	19.0	39.9	54.6	
MISSION MINUTES	29.70	51.89	173.33	

IF THE RESULTS CONTAIN "\*\*\*\*\*", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

## GRADEABILITY PERFORMANCE

## Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	4.59	0.0	2125	0.00	42.42	@ STALL
		3.8	2154	134.56	42.42	@ 70% EFF
		5.2	2197	180.16	42.42	@ 80% EFF
		7.5	2333	214.50	33.61	
2C	2.26	7.5	2149	165.10	25.12	
		14.3	2309	214.93	16.59	
2L	2.26	14.3	1627	180.69	13.77	
		21.3	2432	242.20	12.13	
3L	1.53	21.3	1646	182.77	8.91	
		31.3	2417	242.71	7.74	
4L	1.00	31.3	1580	174.24	5.24	##
		31.7	1600	176.40	5.23	
		48.0	2425	238.92	3.99	
5L	0.75	48.0	1819	195.86	2.97	
		64.2	2429	232.27	1.67	
6L	0.65	68.4	2589	221.27	1.00	
		64.2	2105	219.20	1.44	
		69.5	2280	229.26	1.00	
		73.4	2409	225.60	0.50	
		77.0	2527	217.47	0.00	LEVEL ROAD
		79.2	2600	211.40	-0.34	RATED RPM

## STARTING / TOP GEAR PERFORMANCE

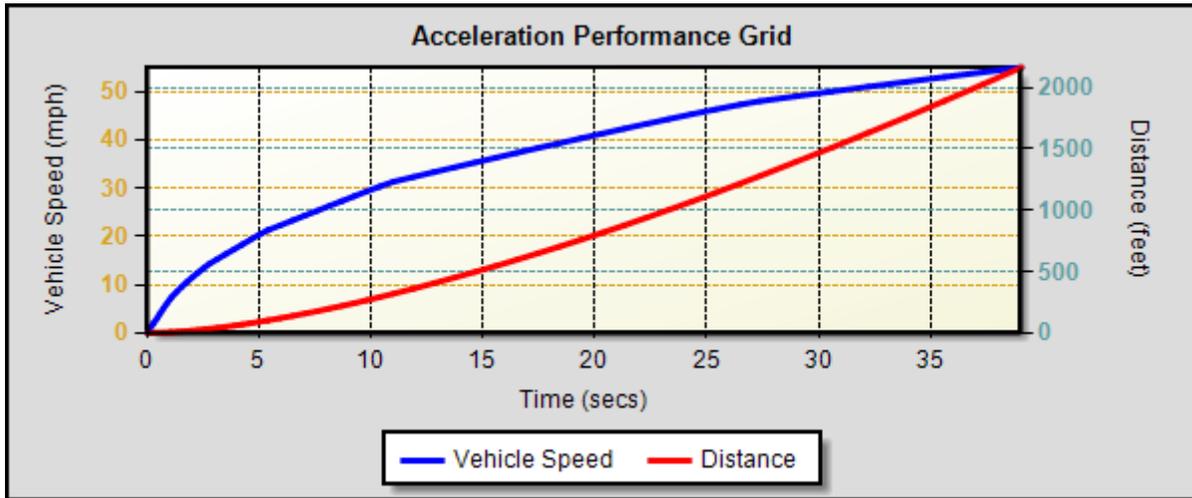
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	4.59	0.0		0.00	42.42	@ STALL
		5.2		180.16	42.42	@ 80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

**ACCELERATION PERFORMANCE RESULTS**

**Acceleration Performance Grid**



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 39.07 (SECS)

**Acceleration Performance Details**

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.14	0.1	1.0	
	0.29	0.4	2.0	
	0.44	1.0	3.0	
	0.58	1.7	4.0	
	0.72	2.6	5.0	
	0.87	3.8	6.0	
	1.03	5.4	7.0	
	1.11	6.2	7.5	
2C	1.32	8.7	8.5	
	1.54	11.6	9.5	
	1.77	15.0	10.5	
	2.02	18.9	11.5	
	2.28	23.4	12.5	
	2.55	28.7	13.5	
	2.78	33.3	14.3	
	3.14	41.2	15.3	
2L	3.51	49.7	16.3	
	3.88	58.7	17.3	
	4.25	68.3	18.3	
	4.62	78.5	19.3	
	4.99	89.4	20.3	
	5.39	101.5	21.3	
	5.41	102.2	21.3	
	5.96	119.6	22.3	
3L	6.50	137.8	23.3	
	7.05	156.9	24.3	
	7.60	176.8	25.3	
	8.14	197.6	26.3	
	8.70	219.3	27.3	
	9.25	241.9	28.3	
	9.81	265.7	29.3	
	10.39	291.1	30.3	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
4L	10.99	318.1	31.3	
	11.90	360.4	32.3	
	12.81	404.3	33.3	
	13.73	449.8	34.3	
	14.65	497.0	35.3	
	15.59	545.9	36.3	
	16.52	596.4	37.3	
	17.47	648.8	38.3	
	18.42	702.9	39.3	
	19.38	758.8	40.3	
	20.34	816.6	41.3	
	21.32	876.4	42.3	
	22.30	938.0	43.3	
	23.30	1002.3	44.3	
	24.33	1069.9	45.3	
	25.40	1141.6	46.3	
	26.51	1218.1	47.3	
5L	27.37	1277.9	48.0	
	28.96	1391.6	49.0	
	30.59	1509.4	50.0	
	32.23	1631.5	51.0	
	33.91	1758.2	52.0	
	35.62	1889.6	53.0	
	37.35	2025.9	54.0	
39.07	2163.4	55.0		

## REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	6.17
Parked PTO:	NO
Enroute PTO:	NO
Vehicle Vocation:	GENERAL ON HIGHWAY
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Engine Fan Type:	VISCOUS
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Acceleration Grade (%):	0.0
Frontal Area (FT <sup>2</sup> ):	96
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	144
Weight on Drive Axle (LBF):	20000
Acceleration Vehicle Spd (MPH):	55.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL LOWPROFILE
TIRE, REAR	4 - RADIAL NORMAL

Components

0002ATN	AXLE, FRONT NON-DRIVING {Meritor MFS-13-122A} I-Beam Type, 13,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
0005PRR	STEERING GEAR {TRW (Ross) TAS66} Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
0012EJY	ENGINE, DIESEL {Cummins B6.7 280} EPA 2017, 280 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 280 Peak HP (Max)
0012TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
0013AVL	TRANSMISSION, AUTOMATIC {Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.
0014AGX	AXLE, REAR, SINGLE {Dana Spicer 21060D} Single Reduction, 20,000 lb Capacity, 200 Wheel Ends, Driver Controlled Locking Differential
0016030	CAB Conventional
0016WCT	AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster
07372135423	TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
07792545419	TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

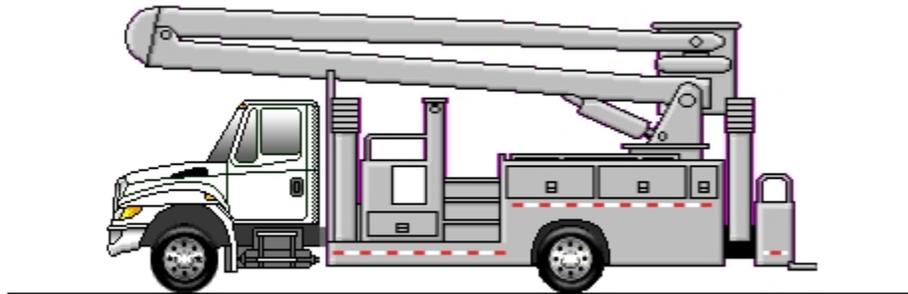
**TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.**

**NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

Prepared For:  
CITY OF MILFORD, DELAWARE  
PURCHASING DEPARTMENT  
PO BOX 159  
MILFORD, DE 19963-  
(302)422 - 1110

Presented By:  
Beltway International, LLC  
Bruce B Eline  
1800 Sulphur Spring Rd.  
Baltimore MD 21227 -  
(410)247-5700

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile

2018 4300 SBA 4X2 (MA025)

MISSION:	Requested GVWR: 37000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 39.90% / 2.40% @ 55 MPH
DIMENSION:	Wheelbase: 193.00, CA: 125.90, Axle to Frame: 100.00
ENGINE, DIESEL:	{Cummins B6.7 325} EPA 2017, 325 HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, with Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Navistar Select} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring
SUSPENSION, RR, SPRING, SINGLE:	
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAIN:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model 4300 SBA 4X2 with 193.00 Wheelbase, 125.90 CA, and 100.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL

FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

Includes

: BUMPER, FRONT Powder Coated Gray (Argent) Color

CROSSMEMBER, REAR, AF (1)

WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

BRACKET, CAB MOUNT Heavy Duty

AXLE, FRONT NON-DRIVING {Meritor MFS-14-122A} I-Beam Type, 14,000-lb Capacity

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; with Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

Notes

: Front and Rear Dust Shields not Included

: Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered

: Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered

: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered

BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

Includes

: DRAIN VALVE Mounted in Wet Tank

Description

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-9} with Heater

Includes

: AIR DRYER LOCATION Inside Left Rail, Back of Cab

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

Notes

: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail, Back of Cab, Includes Short Horizontal Tail Pipe

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: BATTERY BOX Steel

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: JUMP START STUD Located on Positive Terminal of Outermost Battery

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

POWER SOURCE Cigar Type Receptacle without Plug and Cord

ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt 200 Amp. Capacity, Pad Mount, with Remote Voltage Sensor

BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {International} Maintenance-Free, (2) 12-Volt 1850CCA Total

RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input

DescriptionIncludes

: SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior  
: SPEAKERS IN CAB (4) Coaxial with Premium Interior

BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2 or 3 Battery Capacity, Mounted Right Side Under Cab

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position

HEADLIGHTS Halogen; Composite Aero Design for Two Light System

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses

GRILLE Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "GA"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

CUSTOMER IDENTITY for National Joint Powers Alliance

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins B6.7 325} EPA 2017, 325 HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)

VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty

FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On

Includes

: FAN Nylon

RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER with Service Protection Element

Includes

: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines

Description

EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2017

TRANSMISSION, AUTOMATIC {Allison 3500\_RDS\_P} 5th Generation Controls; Wide Ratio, 5-Speed, with Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Left Side of Transmission

AXLE, REAR, SINGLE {Navistar Select} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.38

SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring

Notes

: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.

FUEL/WATER SEPARATOR Cummins Supplied on Engine, with 12 Volt DC Heater, with Water-in-Fuel Sensor

FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

Includes

: ARM REST (2) Molded Plastic; One Each Door

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted

: GLASS, ALL WINDOWS Tinted

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color

GAUGE CLUSTER English with English Electronic Speedometer

Includes

: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

DescriptionIncludes

: SEAT BELT 3-Point, Lap and Shoulder Belt Type

SEAT, TWO-MAN PASSENGER {National} Vinyl, with Under Seat Storage Compartment

GRAB HANDLE (2) Chrome Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right, Each Side at "B" Pillar

MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

SEAT BELT All Red; 1 to 3

CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") with Cab Air Suspension

ARM REST, RIGHT, DRIVER SEAT

AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster

Includes

: HEATER HOSES Premium

: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps

: REFRIGERANT Hydrofluorocarbon HFC-134A

INSTRUMENT PANEL Center Section, Flat Panel

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB INTERIOR TRIM Deluxe

Includes

: "A" PILLAR COVER Molded Plastic

: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering

: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket

: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors

: FLOOR COVERING Rubber, Black

: HEADLINER Soft Padded Cloth

: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section

: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door

: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console

MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} for Left and Right Sides 7.44" Sq.

WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

WHEELS, REAR {Accuride 50408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine

(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

Cab schematic 100GA

Location 1: 9219, Winter White (Std)

Description

Chassis schematic N/A

Services Section:

WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P

Versalfit VST7100MHI Aerial Device, with Dakota Body (Per attached specs)

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Factory List Price Including Options:		\$109,315.00
Freight	\$2,375.00	
Total Freight:		\$2,375.00
Total Factory List Price Including Freight:		\$111,690.00
Less Customer Allowance:		(\$34,158.57)
Total Vehicle Price:		\$77,531.43
Total Body/Allied Equipment:		\$162,645.00
Total Sale Price:		\$240,176.43
Total Per Vehicle Sales Price:		\$240,176.43
Net Sales Price:		\$240,176.43

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

Beltway International, LLC  
1800 Sulphur Spring Rd.  
Baltimore MD 21227 -  
(410)247-5700

This proposal is not binding upon the seller without Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



PUBLIC WORKS DEPARTMENT  
180 Vickers Drive  
Milford, DE 19963

PHONE 302.422.1110  
FAX 302.422.1117  
www.cityofmilford.com

To: Eric Norenberg, City Manager  
From: Mark A. Whitfield, Public Works Director  
Subject: Award Purchase of Two Trucks for Electric Division  
Date: May 17, 2017

The Public Works Department requests Council consider a recommendation to replace three existing trucks used by the Electric Division, with the purchase of two new trucks.

The *45' TL45 Bucket Truck* will replace E-109, which is a 2006 International Bucket truck. The present E-109 bucket truck has 9,924 usage hours, 79,117 miles, and is over 10 years old. The recommended standard replacement term for bucket trucks, based on annual dielectric testing performed on all bucket trucks within the Electric Division's fleet, is 10 years.

The *71' Material Handler/Aerial Truck* will replace two trucks; E-102, which is a 1994 Material Handler, and E-105, which is a 1986 GMC Bucket used primarily for tree trimming. E-105 has failed dielectric testing, therefore can no longer be used due to safety protocol. Both trucks are over 10 years old and have high usage hours and mileage. The purchase of the *71' Material Handler/Aerial Truck* will serve as a replacement for both units. The proposed unit will be used in daily operations, as well as for tree trimming along electric distribution lines.

The purchase of the trucks can be made through the NJPA Purchasing Agreement through the Delaware State Contract. Specifications for the *45' TL45 Bucket Truck* and the *71' Material Handler/Aerial Truck* are attached.

The Electric Division budgeted \$225,000 in FY17 for the purchase of the *45' TL45 Bucket*; the NJPA Quote for this truck is \$183,020.

The Electric Division budgeted \$400,000 in FY16 for the purchase of the *71' Material Handler/Aerial Truck*; the NJPA Quote for the truck is \$240,176.43. Capital funds are available for 3 years.

Staff recommends City Council authorizing the purchase of the two units through the NJPA National Contract.

May 5, 2017

City of Milford  
Public Works Facility  
180 Vickers Drive  
Milford, Delaware 19963

*Michael R. Wigley, AIA, LEED AP  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA  
Jason P. Loar, P.E.  
Ring W. Lardner, P.E.*

Attn: Mr. Mark Whitfield  
Public Works Director

RE: Proposal for Additional Engineering Services  
Airport Road Rehabilitation  
City of Milford  
Sussex/Kent County, Delaware  
DBF # 052A171

Dear Mr. Whitfield:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to submit this proposal for additional engineering services to provide Construction Phase services for the above-referenced project. As the engineer of record for the project we are familiar with the project requirements as well as the City's expectations for this project and Construction Phase services in general. We understand that you are requesting full-time inspection services, which this proposal is based upon, however we feel that at times during the construction part-time inspection is sufficient as the work completed will be exposed for inspection at a later time.

A description of our proposed scope of services and associated lump sum fees for each portion of the work is as follows.

**A. CONTRACT ADMINISTRATION SERVICES**

Davis, Bowen & Friedel, Inc. will assist the City of Milford with contract administration services on the project during the project construction phase. Our services shall include:

- Attendance at the pre-construction meeting between the Contractor, Sub-contractors and the City.
- Conducting monthly progress meetings and issuing meeting minutes.
- Review of submittals, partial payment estimates and contractor change orders.
- Prepare punch list inspection report.
- Arrange and perform final project inspection.
- Assist the City with the preparation and processing of contract closeout documents.
- Preparation of record drawings.

The following estimated fee is based on providing contract administration services as needed over the anticipated six (6) month, twenty-six (26) construction period.

Estimated Fee: \$52,420.00

**B. RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES**

Our office will provide a Resident Project Representative (RPR) during the course of the construction contract as required. The RPR would represent both the Engineer and the City on-site, monitor construction activities, and ensure conformance with the contract documents. The RPR shall also prepare and submit daily field reports on the progress of the construction activities. A final project inspection shall be arranged and performed by our office with the City present. The following estimated fee for providing full-time RPR services is based upon an anticipated six (6) month, twenty-six (26) week, construction period.

Estimated Fee: \$84,000.00

*(Please note that the above fees are only an estimate and these fees will vary depending on the actual number of hours needed to oversee the project. This estimate is based on full time inspection, but every effort will be made to minimize these hours while not jeopardizing the integrity of the project. Should the City perform any of the above stated tasks, the final fee will be reduced)*

**G. EXCLUDED SERVICES**

Excluded from our above scope of services is work associated with the following services. If required, this work can be performed on a unit price basis or under a separate proposal to the City of Milford

- Design, Permitting, and Bidding Phase Services
- Wetlands Delineation and Permitting
- Archaeological Surveys and Permitting
- Phase 1 or 2 Environmental Assessments or Permitting
- Easement Acquisition Services and Coordination and Preparation of Easement Plats
- Construction Survey Services
- Contract Administration Services beyond the Construction Period
- RPR Services beyond the anticipated Construction Period
- Application and Permit Fees
- Financial Administration Services
- Reimbursable Expenses

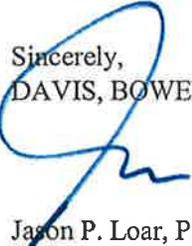
We propose to complete the proposed scope of services as described above for the fees identified above. Billing of lump sum fees will be based upon percentage of work completed during the previous month. Hourly or estimated fees, additional services, and direct or reimbursable expenses will be provided on an hourly and unit price basis and invoiced for work completed during the previous month in accordance with the enclosed Schedule of Rates No. 46. We will not exceed the estimated fees without first notifying you and receiving written authorization to continue. Please refer to the attached schedule of rates for other terms and conditions.

Should you find this proposal acceptable, please execute below and return one (1) copy to us and retain one (1) copy for your files. Receipt of the signed copy will be considered our authorization to proceed.

Mr. Mark Whitfield  
Airport Road Rehabilitation Additional Services  
May 5, 2017  
Page 3

On behalf of Davis, Bowen & Friedel, Inc., we are fully committed to provide a product that will meet or exceed your expectations. We look forward to completing this project with you and appreciate the opportunity to be of continued service to the City of Milford. Should you have any questions, comments, concerns, or would like to discuss this further please give me a call at your convenience.

Sincerely,  
DAVIS, BOWEN & FRIEDEL, INC.



Jason P. Loar, P.E.  
Principal

Enclosures

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**DAVIS, BOWEN & FRIEDEL, INC. ("DBF")**  
**SCHEDULE OF RATES AND GENERAL CONDITIONS**  
 SCHEDULE NO. 46  
 Effective June 1, 2015

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170.00
Senior Architect	\$150.00
Architect	\$120.00
Senior Landscape Architect	\$150.00
Landscape Architect	\$120.00
Senior Engineer	\$150.00
Engineer	\$120.00
Construction Administrator	\$120.00
Senior Traffic Engineer	\$150.00
Traffic Engineer	\$120.00
Geologist	\$120.00
GIS Specialist	\$110.00
Senior Surveyor	\$150.00
Associate Surveyor	\$120.00
Surveyor	\$115.00
Senior Designer	\$115.00
Computer Graphics Designer	\$100.00
Designer	\$105.00
CADD I	\$95.00
CADD II	\$85.00
Computer Administrator	\$100.00
2 Man Field Crew	\$140.00
3 Man Field Crew	\$175.00
GPS Unit (1 man)	\$110.00
GPS Unit (2 man Crew)	\$150.00
GPS Unit (3 man Crew)	\$200.00
Resident Project Representative	\$80.00
Water/Wastewater Operator	\$120.00
Clerical	\$60.00
Travel	\$0.50
Direct Expense	Cost + 10%
Prints (In-house Reproduction)	\$2.50/sheet

GENERAL CONDITIONS

**INVOICES & PAYMENT**

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to recover also its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

**TERMINATION OF CONTRACT**

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this Agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

**LIMITATION OF LIABILITY**

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

**INDEMNIFICATION**

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees caused by the other's negligence. To the extent such claims, losses, damages or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

**FORCE MAJEURE**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**CONSTRUCTION PHASE SERVICES**

If this Agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

**OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by DBF pursuant to this Agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

**USE OF ELECTRONIC MEDIA**

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in electronic media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, DBF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, computer hardware or of a protocol differing from those in use by DBF during the period of this agreement.

**SUCCESSORS & ASSIGNS**

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

**MISCELLANEOUS PROVISIONS**

Unless otherwise specified, this Agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

**REIMBURSABLE EXPENSES**

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



PUBLIC WORKS DEPARTMENT  
180 Vickers Drive  
Milford, DE 19963

PHONE 302.422.1110  
FAX 302.422.1117  
www.cityofmilford.com

To: Eric Norenberg, City Manager  
From: Mark A. Whitfield, Public Works Director  
Subject: Award Professional Contract for Contract Administration and Inspection Services for Airport Road  
Date: April 6, 2017

In December 2016, City Council awarded a professional services contract to Davis, Bowen and Friedel, Inc for the Engineering Survey, Design and Permitting for the Airport Road Rehabilitation Project in the amount of \$108,400. The contract did not include Contract Administration and Inspection Services. Attached for Council's consideration is a proposal from DBF, Inc for those services for an estimated total amount of \$136,420. The estimated costs are based on the amount of time needed, and the actual time spent will be billed on a per hour basis.

The budgeted amount for Engineering Services for the Airport Road project was \$273,483. The total amount of the existing and proposed contracts with DBF, Inc is \$244,820. It is in intent of Public Works staff to limit the amount of time needed for professional engineering inspection services by utilizing Public Works staff for the inspection work. For this reason, staff recommends the award be a "not-to-exceed" contract.

### **Recommendation**

I recommend Council award a professional services contract to Davis, Bowen and Friedel, Inc in amount not to exceed \$136,420 for Contract Administration and Inspection Services for Airport Road Rehabilitation Project.