

CITY OF LOCKPORT
COMMON COUNCIL MEETING AGENDA
REGULAR MEETING
September 13th, 2023
6:30 P.M.

6:00 P.M. Committee of the Whole Meeting

6:30 P.M. Common Council Meeting

ROLL CALL

APPROVAL OF MINUTES **Beakman:** Approve Common Council minutes of
091323.1 August 23rd, 2023

COMMUNICATIONS

**MOTIONS &
RESOLUTIONS**

Beakman: Congratulate Employees on years of
091323.2 service

xxxx: Grant permission to ETC Pyramid Group
091323.3 for additional containers

xxxx: Purchase of Ambulance
091323.4

xxxx: Emergency Authorization for Richfield Lift
091323.5

xxxx: Closing of Capital Project – Sludge Dryer
091323.6

xxxx: Funding of Capital Project – Workplace
091323.7 Violence Prevention

xxxx: Glenwood Ave Guide Rail
091323.8

ADJOURNMENT **Beakman:** Adjourn meeting to September 27, 2023
091323.9

CITY OF LOCKPORT
CORPORATION PROCEEDINGS

Lockport Municipal Building

Regular Meeting
Official Record

September 13th, 2023
6:30 P.M.

Mayor Michelle M. Roman called the meeting to order.

ROLL CALL

The following Common Council members answered the roll call:
Aldermen Beakman, Devine, Fogle, Swanson-Gellerson, Kantor, and Lupo.

INVOCATION

MAYOR'S UPDATE

RECESS

Recess for public input.

Minutes Correction – August 23, 2023:

082323.5

By Alderman Beakman:

Resolved that pursuant to their request, ETC Pyramid Group, 275 North Franklin Turnpike, Ramsey, NJ 07446 ~~Trinity Buildings and Construction Management Corporation, 4 Jewel Drive #322, Wilmington, MA 01887~~ is hereby granted permission to place three dumpsters (40-yard dumpsters) in the parking spaces directly in front of 77 Main Street, where they have a project taking place. Additionally permission is granted for protective scaffolding to be installed over the sidewalk Said permission is subject to ETC Pyramid Group ~~Trinity Buildings and Construction Management Corporation~~ filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured and follow all rules and regulations as set forth in the Lockport City Code Section 156 – Roll off Containers.

Seconded by Alderman Devine and adopted as amended. Ayes 5

091323.1

APPROVAL OF MINUTES

On motion of Alderman Beakman, seconded by Alderman _____, the minutes of the Regular Meeting of August 23rd, 2023 are hereby approved as printed in the Journal of Proceedings. Ayes _____. Carried.

FROM THE MAYOR

Appointments:

8/30/2023 Gregory Qualiana, 104 Carolina Avenue has been appointed to building Maintenance Mechanic for the City of Lockport effective August 29, 2023. Said appointment is subject to the City of Lockport Municipal Civil Services Rules and Regulations.

8/31/2023 Christian W. Landry, 16 Franklin Avenue has been appointed to Public Works Supervisor for the City of Lockport Building Maintenance Department effective August 29, 2023. Said appointment is subject to the City of Lockport Municipal Civil Services Rules and Regulations.

9/1/2023 Roger Pitiss, 58 McIntosh Drive has been reappointed to the City of Lockport Traffic Advisory Committee. Said term expires June 1, 2027.

9/5/2023 Brian Bull, 179 Irving Street has been reappointed to the City of Lockport License Revocation Board. Said term expires March 3, 2025.

9/5/2023 Anna M. Mauri, 57 Coolidge Avenue has been reappointed to the City of Lockport Board of Ethics. Said term expires August 7, 2026

FROM THE CITY CLERK

The Clerk submitted payrolls, bills for services and expenses, and reported that the Department Heads submitted reports of labor performed in their departments. Reviewed by the Finance Committee.

Communications (which have been referred to the appropriate City officials)

8/24/2023 Sarah K. Lanzo, City Clerk – notification of bids received on September 7th 2023 in response to the RFP for **Medix RP-90 Ambulance**.

Gorman Energy Vehicles	\$172,570.00
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8/24/2023 Sarah K. Lanzo, City Clerk – notification of buds received on September 7th 2023 in response to the RFP for **Emergency Medical Equipment**.

Stryker	\$71,104.19
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8/15/2023 Niagara County Attorney's Office notifying the city of a Notice of Appearance in the matter of the application for review under Article 7 of the Real Property Tax Law of a tax assessment by Daniel Wiegand vs the Board of Assessment Review for the City of Lockport, the Assessor of the city and the City of Lockport NY. Index No. E180479/2023.

8/31/2023 Steve Whalen, Vernon Daniel and Dona Chase, owners of Groff's Café on the Green, LLC notifying the city of their application to the New York State Liquor Authority requesting an On-Premises Sales permit on October 8, 2023 the day of the Buffalo Bills game in London.

9/6/2023 Janice Sawyer, notifying the city that the 1 way street sign on Akron Road towards High Street at Roosevelt has been missing since an accident and vehicles have been going the wrong way.

Notice of Complaint:

8/24/2023 Cecilia Price, 27 Oliver Street. Tree at 23 Oliver Street is a danger.
9/2/2023 Alberto Aguero, 163 Elmwood Avenue, tree hazard.

Referred to the Director of Highways, Parks and Water Distribution.

Notice of Claim:

8/21/2023 Jaylah Florence-Reed vs. City of Lockport
8/21/2023 Holly Curcione vs. City of Lockport
9/1/2023 Daniel Morrisette and Elizabeth Morrisette vs. City of Lockport
9/1/2023 Kristen Brolinski vs. City of Lockport
9/6/2023 Harshadkumar S Shah, deceased, by the Co-Executors of his Estate, Dharan H. Shah and Mansi H. Shah and Kaminiben H. Shah vs City of Lockport
9/6/2023 Naresh Ramanlal Shah and Sharmistha Nareshkumar Shah vs City of Lockport
9/6/2023 Christine Thomas vs City of Lockport
9/6/2023 Colleen Gray vs City of Lockport
9/6/2023 Nina Briglio vs City of Lockport

Referred to the Corporation Counsel.

MOTIONS & RESOLUTIONS

091323.2

By Alderman Beakman:

Resolved that the Mayor and Common Council do hereby extend congratulations and appreciation to the following City employees for their years of dedicated service to the City of Lockport:

<u>Employee</u>	<u>Years of Service</u>	<u>Title</u>
Nicholas Rubert	15	Streets Crew Leader
Elizabeth Ellis	5	Waste Water Treatment Plat Operator

Seconded by Alderman _____ and adopted. Ayes _____.

091323.3

By Alderman:_____

Whereas by resolution 082323.5 the Common Council approved for ETC Pyramid Group to place dumpsters in front of 77 Main Street while they complete a construction project

Whereas there is a need for four additional dumpsters to be used for the additional construction; Now therefore it be

Resolved that pursuant to their request, ETC Pyramid Group is hereby granted permission to place four dumpsters (40-yard dumpsters) in the City parking lot on Walnut Street. Said permission is subject to ETC Pyramid Group filing a certificate of insurance with the City Clerk naming the City of Lockport as additional insured and follow all rules and regulations set forth in the Lockport City Code Section 156-Roll-Off Containers.

Seconded by Alderman _____ and adopted. Ayes _____.

091323.4

By Alderman:_____

Whereas the FY 2023 Capital Budget includes a proposed project for workplace violence prevention measures and improvements; and

Whereas the City wishes to allocate funding to a capital project to begin funding of said components of the Workplace Violence Prevention Policy; and

Whereas the initial estimated costs of said components are estimated to be \$470,000 between the major funds; and

Whereas each fund has sufficient balances of unreserved fund balance and cash flow to support said costs with excess remaining;

Resolved that the FY 2023 operating budgets are hereby amended as follows:

Revenues

A.0000.30599	Appropriated Fund Balance	\$200,000
FX.0000.30599	Appropriated Fund Balance	\$170,000
G.0000.30599	Appropriated Fund Balance	\$100,000

Expenditures

A.9901.35031.H	Interfund to Capital	\$200,000
FX.9901.35031.H	Interfund to Capital	\$170,000
G.9901.35031.H	Interfund to Capital	\$100,000

Seconded by Alderman _____ and adopted. Ayes _____.

091323.5

By Alderman:_____

Whereas General Municipal Law Section 53(4) extends purchasing authorizations to be made in event of an emergency in which there is endangerment to the health, welfare, property, or taxpayers of the City of Lockport; and

Whereas the City's Wastewater Treatment Department, in coordination with the Mayor's Office Department of Finance, and City Engineer, were required to utilize said emergency authorization for the failure of pumps at the Richfield Lift Station; now, therefore, be it

Resolved that the Common Council hereby acknowledges the use of the emergency authorization to contract with Koester in the amount of \$112,000, and amends the FY 2023 Sewer Fund Budget as follows

Expenditures

Decrease		
G.1900.54775	Contingency	\$87,000
G.8130.54623	Utilities – Electricity	\$25,000
Increase		
G.8130.54540	Utility System Reform	\$112,000

Seconded by Alderman _____ and adopted. Ayes _____.

091323.6

By Alderman:_____

Whereas resolution 060618.5 authorized bonding in the amount of \$150,000 to be used for the engineering of the sludge dryer; and

Whereas, bonding was completed shortly thereafter, however, the project was not pursued and funding has remained in the capital account; and

Whereas, closing the capital account can free funds to be moved into the debt service fund, which can then be used to pay future year debt payments in the sewer fund; now therefore be it

Resolved that the H194 capital account is hereby authorized to be closed and have remaining funding moved to the debt service fund.

Seconded by Alderman _____ and adopted. Ayes _____.

091323.7

By Alderman:_____

Whereas the FY 2023 Capital Budget includes a proposed project for workplace violence prevention measures and improvements; and

Whereas the City wishes to allocate funding to a capital project to begin funding of said components of the Workplace Violence Prevention Policy; and

Whereas the initial estimated costs of said components are estimated to be \$470,000 between the major funds; and

Whereas each fund has sufficient balances of unreserved fund balance and cash flow to support said costs with excess remaining;

Resolved that the FY 2023 operating budgets are hereby amended as follows:

Revenues

A.0000.30599	Appropriated Fund Balance	\$200,000
FX.0000.30599	Appropriated Fund Balance	\$170,000
G.0000.30599	Appropriated Fund Balance	\$100,000

Expenditures

A.9901.35031.H	Interfund to Capital	\$200,000
FX.9901.35031.H	Interfund to Capital	\$170,000
G.9901.35031.H	Interfund to Capital	\$100,000

Seconded by Alderman _____ and adopted. Ayes _____.

091323.8

By Alderman:_____

Whereas the Director of Highways, Parks, and Water Distribution informed the Mayor that the corrugated guide rails along Glenwood Avenue between North Transit Street and Craine Street are damaged and in need of replacement; and

Whereas Pavilion Drainage Supply Co. Inc. is included in the New York State Bid and listed as qualified contractor in the Niagara County Department of Public Works Bid No. 2023-16 for Guide Railings, Posts and Concrete Barriers; and

Whereas Pavilion Drainage Supply Co. Inc. submitted a proposal to the Engineering Department for \$53,262.50 to replace the guide rails at Glenwood Avenue; and

Whereas the City has received funding from NYSDOT to make improvements for work not usually affecting the pavement, such as guiderail projects; and

Resolved that the Mayor is authorized to execute an Agreement with Pavilion Drainage Supply Co. Inc., 6630 Ellicott Street Road, Pavilion, New York 14525, in the amount of \$53,263.50 contingent upon legal review.

Seconded by Alderman _____ and adopted. Ayes _____.

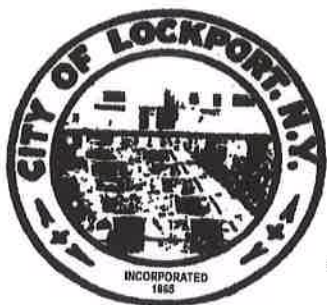
091323.9

ADJOURNMENT

At _____ P.M. Alderman Beakman moved the Common Council be adjourned until 6:30 P.M., Wednesday, September 27th 2023.

Seconded by Alderman _____ and adopted. Ayes _____.

SARAH K. LANZO
City Clerk



Office of the Mayor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

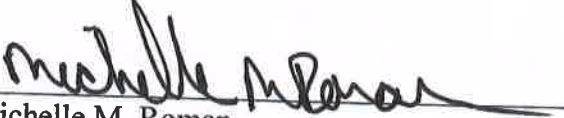
August 30, 2023

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Gregory W. Qualiana, 104 Carolina Avenue, Lockport NY 14094 to Building Maintenance Mechanic for the City of Lockport Building Maintenance Department effective August 29, 2023.

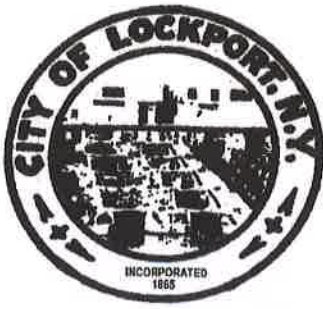
Said appointment is subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 30th day of August 2023.


Michelle M. Roman
Mayor

MMR/mal

cc: G. Qualiana
C. Dimmick
Civil Service



Michelle M. Roman
MAYOR

Office of the Mayor

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

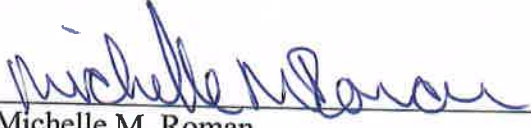
August 31, 2023

TO: Common Council

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby appoint Christian W. Landry, 16 Franklin Avenue, Lockport NY 14094 to Public Works Supervisor for the City of Lockport Building Maintenance Department effective August 29, 2023.

Said appointment is subject to the City of Lockport Municipal Civil Services Rules and Regulations.

Witness by hand and the Seal of the City of Lockport this 31st day of August 2023.


Michelle M. Roman
Mayor

MMR/mal

cc: C. Landry
C. Dimmick
Civil Service



Office of the

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

September 1, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby re-appoint Roger Pittiss, 58 McIntosh Drive, Lockport, NY 14094 to the City of Lockport Traffic Advisory Committee.

Said term expires on June 1, 2027

Witness my hand and the seal of the City of Lockport, New York this 1st day of September 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: R. Pittiss
Lieutenant Anthony Pittman



Office of the

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

September 5, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby re-appoint Brian Bull, 179 Irving Street, Lockport, NY 14094 to the City of Lockport License Revocation Board.

Said term expires on March 3, 2025

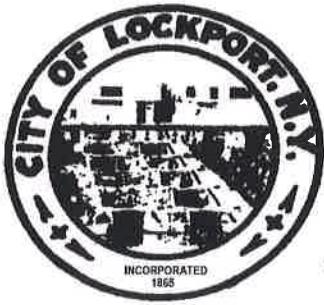
Witness my hand and the seal of the City of Lockport, New York this 5th day of September 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: B. Bull
City Clerk



Office of the

LOCKPORT MUNICIPAL BUILDING
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6665
Fax (716) 439-6668

Michelle M. Roman
MAYOR

Mayor

September 5, 2023

To Common Council:

Under and by virtue of the authority conferred on me by the Charter of the City of Lockport, New York, I, Michelle M. Roman, Mayor of said City, do hereby reappoint Anna M. Mauri, 57 Coolidge Avenue, Lockport, NY 14094 to the City of Lockport Board of Ethics.

Said term expires on August 7, 2026

Witness my hand and the seal of the City of Lockport, New York this 5h day of September 2023.

Sincerely,

Michelle M. Roman
Mayor

MMR/mal

Cc: A. Maura
City Clerk

HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending
8/3/23 PAID on date 8/10/23
is approved at dollars, \$ 600,752.91
Civil Service Mary Pat Fisher

Pay Day Register

Pay Date Range 07/21/23 - 08/03/23

Pay Batch 8/10/23

Pay Batch 8/10/23 Total							
Employees in Pay Batch 256							
Female Employees in Pay Batch 68							
Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
207A Disability - 207A Disability	160.0000	1,720.60	Gross	600,752.91	Health Ins 298 Class 2 Family	26,129.28	.00
BERV - Bereavement	52.0000	1,415.76	Imputed Income		Health Ins 298 Class 2 Single	9,625.40	.00
CLAL - Clothing Allowance	.0000	2,925.00	Federal	68,405.37	Health Ins 298 Class 3 Family	81,293.49	.00
CMPE 1.0 - Comp Earned @ 1.0	113.6250	.00	FICA	36,698.19	Health Ins 298 Class 3 Single	8,984.87	.00
CMPE 1.5 - Comp Earned @ 1.5	8.5000	.00	Medicare	8,582.54	Health Ins 298 Class 4 Family	5,183.65	.00
CMPU - Comp Time Used	175.7500	6,071.15	New York State	28,314.67	Health Ins 298 Class 4 Single	1,217.83	.00
EDAY - Extra Day	152.0000	5,147.07	457 % Deduction	6,397.56	Total	\$132,434.52	
FHDE - Floating Holiday Earned	424.3400	.00	457 Flat Dollar Deduction	10,940.38			
FHDU - Floating Holiday Used	408.0000	11,164.40	AFLAC POSTTAX	233.75	Employer Taxes		Gross Base
FLSA - FLSA	.0000	142.62	AFLAC PRETAX	415.06	FICA	36,698.19	591,906.84
MILI - Military Time	32.0000	1,316.20	ALLSTATE POSTTAX	735.28	Medicare	8,582.54	591,906.84
OOT - Out of Title	598.5000	24,099.78	ALLSTATE PRETAX	597.92	Total	\$45,280.73	
OT 1.0 - Overtime at Straight 1.0	25.2500	1,020.66	Child Support	737.00	Workers' Comp		Gross Base
OT 1.5 - Overtime @ 1.5	1,794.5000	77,889.21	Child Support - Maine	202.00	Workers Compensation - General	27,442.10	450,517.31
OT 1.5 SHIFT 10% - OT @ 1.5	42.0000	1,667.47	COLONIAL LIFE POSTTAX	55.40	Workers Compensation - Sewer	2,666.62	43,296.88
OT 1.5 SHIFT 15% - OT @ 1.5	48.0000	1,789.04	FSA PRETAX	536.61	Workers Compensation - Water	2,673.52	45,080.07
PRSU - Personal Used	101.0000	3,412.07	Health Ins 298 Class 2 Family	2,089.92	Workers Compensation 50%	689.50	7,369.78
REG - Regular	11,416.2500	332,869.00	Health Ins 298 Class 2 Single	990.84	Total	\$33,471.74	
REG PT - Regular Part Time	181.5000	6,230.27	Health Ins 298 Class 3 Family	1,164.08	Direct Deposits		Amount
REG SHIFT 10% - Regular Shift	152.0000	3,826.49	Health Ins 298 Class 3 Single	672.61	Alden State Bank		1,219.16
REG SHIFT 15% - Regular Shift	192.0000	5,183.56	Health Ins 298 Class 4 Family	523.12	Amherst Federal Credit Union		470.05
REGS - Regular Seasonal	1,972.0000	31,522.38	Health Ins 298 Class 4 Single	135.31	Armed Forces Bank		1,188.15
RETRO - Retroactive Pay	.0000	(41.22)	L&M LIFE	24.68	Bancorp Bank		1,535.42
RGS - Regular - Salary	70.0000	.00	NEW YORK LIFE	301.38	Bank of Akron		3,091.74
SAL - Salary	.0000	3,806.51	Pearl Insurance through CSEA	234.11	Bank of America		4,671.24
SAL PT - Salary Part Time	.0000	1,865.37	RET ERS LOANS	1,949.00	BANK OF AMERICA (2)		1,427.31
SCKE - Sick Earned	1,949.2500	.00	RET PF SEC 414H ARREARS	63.62	BANK OF AMERICA (4)		1,209.99
SCKU - Sick Used	671.0000	18,722.83	Retire ERS Tier 6 <= \$100,000	560.84	BANK OF AMERICA (5)		646.51
STIP - Stipend	.0000	192.31	Retire ERS Tier 6 <= \$45,000	1,708.05	Bank on Buffalo		3,057.55
VACE - Vacation Earned	147.5907	.00	Retire ERS Tier 6 <= \$45,000 OT	225.88	Capital One 360		1,371.76
VACU - Vacation Used	1,683.5000	56,794.38	Retire ERS Tier 6 <= \$55,000	792.93	Chase		2,255.60
Total	22,570.5557	\$600,752.91	Retire ERS Tier 6 <= \$55,000 OT	56.62	Chase Bank		1,593.49
			Retire ERS Tier 6 <= \$75,000	617.64	Chime		200.00
			Retire PFRS <= \$55,000	1,566.30	Citizens Bank		14,753.32
			Retire PFRS Tier 6 <= \$100,000	1,557.91	Cornerstone Comm FCU		136,717.80
			Retire PFRS Tier 6 <= \$75,000	1,425.86	ESL FCU		599.49
			Retire PFRS Tier 6 <=	313.95	Evans Bank		3,007.48
			Retire PFRS Tier 6 <= \$45,000	890.54			
			Retire PFRS Tier 6 <= \$55,000	101.51			

I HEREBY CERTIFY that the persons named
in this payroll are employed solely in and have
actually performed the duties of positions and
employments indicated for the period ending

8/17/23, PAID on date 8/24/23
is approved at dollars, \$ 595,733.98

Civil Service Mary Pat Albert

Pay Day Register

Pay Date Range 08/04/23 - 08/17/23

Pay Batch 8/24/23

Pay Batch 8/24/23 Total

Employees in Pay Batch 259

Female Employees in Pay Batch 69

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
207A Disability - 207A Disability	160.0000	1,720.60	Gross	595,733.98	Health Ins 298 Class 2 Family	27,024.95
BERV - Bereavement	29.0000	1,264.46	Imputed Income		Health Ins 298 Class 2 Single	9,943.89
CMPE 1.0 - Comp Earned @ 1.0	196.0000	.00	Federal	67,621.83	Health Ins 298 Class 3 Family	80,323.40
CMPE 1.5 - Comp Earned @ 1.5	6.2500	.00	FICA	36,365.30	Health Ins 298 Class 3 Single	8,984.87
CMPU - Comp Time Used	410.5000	13,093.43	Medicare	8,504.80	Health Ins 298 Class 4 Family	6,039.66
EDAY - Extra Day	176.0000	6,206.54	New York State	28,044.62	Health Ins 298 Class 4 Single	1,217.83
FHDB - Floating Holiday Buy Out	120.0000	4,790.84	457 % Deduction	6,773.86	Total	\$133,534.60
FHDE - Floating Holiday Earned	16.0000	.00	457 Flat Dollar Deduction	11,005.38		
FHDL - Floating Holiday Lost	16.0000	.00	AFLAC POSTTAX	233.75	Employer Taxes	
FHDU - Floating Holiday Used	256.0000	8,065.64	AFLAC PRETAX	415.06	FICA	36,365.30
FLSA - FLSA	.0000	475.95	ALLSTATE POSTTAX	735.28	Medicare	8,504.80
LONG - Longevity Payment	.0000	1,050.00	ALLSTATE PRETAX	597.92	Total	\$44,870.10
MILI - Military Time	88.0000	3,143.39	Child Support	737.00		
OOT - Out of Title	818.5000	31,727.71	Child Support - Maine	202.00	Workers' Comp	
OOT OT SHIFT 10% - OOT OT	13.0000	508.29	COLONIAL LIFE POSTTAX	55.40	Workers Compensation - General	28,821.10
OT 1.0 - Overtime at Straight 1.0	21.5000	753.99	Firefighter Life Ins	101.67	Workers Compensation - Sewer	2,787.83
OT 1.5 - Overtime @ 1.5	1,494.2500	66,621.65	FSA PRETAX	656.61	Workers Compensation - Water	2,441.04
OT 1.5 SHIFT 10% - OT @ 1.5	58.0000	2,305.01	Health Ins 298 Class 2 Family	2,189.44	Workers Compensation 50%	689.50
OT 1.5 SHIFT 15% - OT @ 1.5	64.0000	2,531.70	Health Ins 298 Class 2 Single	1,026.23	Total	\$34,739.47
PRSE - Personal Earned	58.0000	.00	Health Ins 298 Class 3 Family	1,164.08		
PRSL - Personal Lost	4.0000	.00	Health Ins 298 Class 3 Single	672.61	Direct Deposits	
PRSU - Personal Used	138.0000	4,522.91	Health Ins 298 Class 4 Family	618.23	Amherst Federal Credit Union	470.05
REG - Regular	11,524.5000	331,406.88	Health Ins 298 Class 4 Single	135.31	Armed Forces Bank	1,238.16
REG PT - Regular Part Time	181.5000	6,234.84	L&M LIFE	24.68	Bancorp Bank	1,535.42
REG SHIFT 10% - Regular Shift	148.0000	3,828.96	NEW YORK LIFE	301.38	Bank of Akron	2,986.30
REG SHIFT 15% - Regular Shift	172.0000	4,527.96	RET ERS LOANS	1,564.00	Bank of America	5,199.75
REGS - Regular Seasonal	1,693.0000	27,314.15	RET ERS SEC 414H ARREARS	49.96	BANK OF AMERICA (2)	1,631.09
RETRO - Retroactive Pay	.0000	(58.39)	RET PF SEC 414H ARREARS	63.62	BANK OF AMERICA (4)	1,278.40
RGS - Regular - Salary	70.0000	.00	Retire ERS Tier 6 <= \$100,000	560.84	BANK OF AMERICA (5)	534.34
SAL - Salary	.0000	3,806.51	Retire ERS Tier 6 <= \$45,000	1,828.97	Bank on Buffalo	2,388.54
SAL PT - Salary Part Time	.0000	1,865.37	Retire ERS Tier 6 <= \$45,000 OT	179.23	Capital One 360	878.08
SCKL - Sick Lost	16.0000	.00	Retire ERS Tier 6 <= \$55,000	885.67	Chase	2,255.59
SCKU - Sick Used	725.0000	21,833.60	Retire ERS Tier 6 <= \$55,000 OT	120.68	Chase Bank	1,848.59
STIP - Stipend	.0000	192.31	Retire ERS Tier 6 <= \$75,000	687.02	Chime	200.00
VACB - Vacation Buy Out	80.0000	2,587.04	Retire PFRS <= \$55,000	1,516.77	Citizens Bank	13,991.76
VACL - Vacation Lost	64.0000	.00	Retire PFRS Tier 6 <= \$100,000	1,587.64	Cornerstone Comm FCU	137,554.54
VACU - Vacation Used	1,281.5000	43,412.64	Retire PFRS Tier 6 <= \$75,000	1,452.60	ESL FCU	359.78
Total	20,098.5000	\$595,733.98	Retire PFRS Tier 6 <=	165.96	Evans Bank	3,255.84
			Retire PFRS Tier 6 <= \$45,000	892.58	Financial Trust FCU	100.00

REQUESTS FOR PROPOSALS

**The City of Lockport is requesting sealed proposals for
Lockport Fire Department – Medix RP-90 Ambulance.**

Notice is hereby given that sealed proposals will be received and considered by the City of Lockport up to 2pm on September 7th, 2023 at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094.

Proposers will provide one written quote that contains the total cost of the equipment.

Please contact City Clerk Sarah Lanzo at 716-439-6776 or cityclerk@lockportny.gov with any questions.

The City of Lockport, NY reserves the right to reject any or all proposal, to consider the reputation and experience of the Proposal in making its selection; to waive any informalities or minor deviations from the proposal form, and to award work to other than the lowest quote, if good and sufficient reasons, it is considered in the best interest of the City of Lockport to do so. The City will not reimburse any costs associated with the preparation of RFP(s).

Publish Date: August 24, 2023

REQUESTS FOR PROPOSALS

The City of Lockport is requesting sealed proposals for Lockport Fire Department –Emergency Medical Equipment

Notice is hereby given that sealed proposals will be received and considered by the City of Lockport up to 2 pm on September 7th, 2023 at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094.

Proposers will provide one written quote that contains the total cost of the equipment.

Please contact City Clerk Sarah Lanzo at 716-439-6776 or cityclerk@lockportny.gov with any questions.

The City of Lockport, NY reserves the right to reject any or all proposal, to consider the reputation and experience of the Proposal in making its selection; to waive any informalities or minor deviations from the proposal form, and to award word to other than the lowest quote, if good and sufficient reasons, it is considered in the best interest of the City of Lockport to do so. The City will not reimburse any costs associated with the preparation of RFP(s).

Publish Date: August 24, 2023

[illegible]



NIAGARA COUNTY ATTORNEY'S OFFICE

NIAGARA COUNTY COURTHOUSE
175 HAWLEY STREET
LOCKPORT, NEW YORK 14094
(716) 439-7105
(716) 439-7114 Fax

Claude A. Joerg
County Attorney

Katherine D. Alexander
First Assistant

R. Thomas Burgasser
John S. Sansone
Gary H. Lisowski
David W. Koplas
Bradley D. Marble
Assistants

August 15, 2023

Scott C. Becker, Esq.
Kavinoky Cook, LLP
726 Exchange St., Suite 800
Buffalo, NY 14210

RE: IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE
REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY DANIEL WIEGAND vs.
THE BOARD OF ASSESSMENT REVIEW FOR THE CITY OF LOCKPORT, THE
ASSESSOR OF THE CITY OF LOCKPORT and THE CITY OF LOCKPORT, NY
Index No. E180479/2023

Dear Mr. Becker:

Enclosed please find copy of a Notice of Appearance for the above referenced matter on behalf
of the County of Niagara.

I am also enclosing a Stipulated Order for your review. Should you find same acceptable, please
sign and return to this office for forwarding to the municipal attorney.

Thank you for your attention to this matter.

Very truly yours,

KATHERINE D. ALEXANDER
First Assistant Niagara County Attorney

KDA/clm
Enclosures

cc: The Board of Assessment Review
for the City of Lockport
One Locks Plaza
Lockport, NY 14094

Assessor of the City of Lockport
One Locks Plaza
Lockport, NY 14094

City of Lockport ✓
One Locks Plaza
Lockport, NY 14094

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NIAGARA

IN THE MATTER OF THE APPLICATION FOR
REVIEW UNDER ARTICLE 7 OF THE REAL
PROPERTY TAX LAW OF A TAX ASSESSMENT
BY DANIEL WIEGAND

Petitioner,

NOTICE OF APPEARANCE

Index No. E180479/2023

vs.

THE BOARD OF ASSESSMENT REVIEW FOR THE
CITY OF LOCKPORT; THE ASSESSOR OF THE CITY
OF LOCKPORT and THE CITY OF LOCKPORT,
NEW YORK

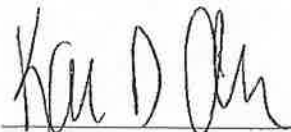
Respondents.

For Review of the Assessment of Certain Real Property
known as 196 Locust Street in the said City of Lockport
for the Tax Year 2023-24

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The County of Niagara Upon receiving a copy of the Petition of DANIEL WIEGAND sworn to 7/19/2023, and Notice of Petition, for a review, under Real Property Tax Law Article 7 of the tax assessment of certain real property of Petitioner, appearing on the assessment roll of the City of Lockport for 2023/2024, hereby sets forth a notice of appearance by the County of Niagara with the intent to intervene in the above-captioned matter. This notice is deemed sufficient to fulfill the requirements of R.P.T.L. §712(2-b).

Dated: August 9, 2023
Lockport, New York



CLAUDE A. JOERG, ESQ.
NIAGARA COUNTY ATTORNEY
KATHERINE D. ALEXANDER, ESQ., of Counsel
Niagara County Courthouse
175 Hawley Street
Lockport, New York 14094
(716) 439-7105

TO:
The Board of Assessment Review
for the City of Lockport
One Locks Plaza
Lockport, NY 14094

Assessor of the City of Lockport
One Locks Plaza
Lockport, NY 14094

City of Lockport
One Locks Plaza
Lockport, NY 14094

Groff's Café on the Green, LLC
314 Davison Rd.
Lockport, NY 14094

RECEIVED

SEP 01 2023

CITY CLERK

August 31, 2023

Sarah K. Lanzo, City Clerk
City of Lockport
One Locks Plaza
Lockport, NY 14094

RE: Sunday On-Premises Sales Permit

Dear Ms. Lanzo;

We are applying for a Sunday On-Premises Sales Permit with the New York State Liquor Authority for October 8, 2023, the day of the Buffalo Bills game in London. Because this is our first time requesting this type of permit, we did not realize that there was a 30-day Notice requirement prior to submitting the application. For this reason, we are requesting a waiver of this requirement so that we can submit our application in a timely manner.

Attached is the Notice Form required by the NYS SLA. Thank you for your time and consideration.

Warm regards,

Steve Whalen, Vernon Daniel & Dona Chase
Owners

Sunday On- Premises Sales Permit

SEP 07 2023

30

State Liquor
AuthorityStandardized NOTICE FORM for Providing 30-Day Advanced Notice to a
Local Municipality for Sunday On-Premises Sales Permit(s)

1. Date Notice Was Sent: 09/01/2023 1a. Delivered by: Dona Chase

2. This form must be submitted to the clerk or Local Municipality when filing for a Sunday On-Premises Sales Permit

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality

3. Name of Municipality: CITY OF LOCKPORT

Licensee Information

4. License Serial Number: 3166736 5. Permit Date(s): 10/08/2023

6. License name: GROFF'S CAFE ON THE GREEN LLC

7. Trade Name (if any):

8. Street Address of Establishment: 314 DAVISON RD.

9. City, Town or Village: LOCKPORT ,NY Zip Code: 14094

10. Business Telephone Number of Applicant/Licensee: 716-201-1780

11. Business Fax Number of Applicant/Licensee:

12. Business E-mail of Applicant/Licensee: groffscafeonthegreen@yahoo.com

Representative or Attorney representing the licensee in connection with this permit

13. Representative/Attorney's Full Name:

14. Street Address:

15. City, Town or Village: State: Zip Code:

16. Business Telephone Number of Representative/Attorney:

17. Business Email Address:

I am the licensee that is applying for the permit and I certify that I know the contents of the above application and the statements and answers therein; that the same are true to my knowledge; that I have been authorized, by order of the Board of Directors of said licensee to make the statements and answers in this application on behalf of said licensee with the same force and effect as if said licensee made such statements and answers itself.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

17. Printed Name: Stephen A. Whalen Title: Member

Signature: X

The above captioned on-premises licensee is applying for a permit with the State Liquor Authority to sell alcoholic beverages on their premises on Sunday between the hours of 8AM to 10AM for the date indicated above .

Please forward any concerns regarding the issuance of this permit to the attention of
The New York State Liquor Authority, Permit Unit fax: (518) 474-9804 or e-mail licensing.information@sla.ny.gov

10/28/2016

Page 4 of 4

Print Form

Deputy City Clerk

From: cityclerk@lockportny.gov
Sent: Wednesday, September 6, 2023 11:03 AM
To: 'Jennifer Wochna'; Emily Stoddard
Cc: jharris@lockportny.gov; Clayton Dimmick; 'Anthony Pittman'
Subject: FW: [EXTERNAL] Missing One-way sign

Good Morning,

Please see below – thank you!

From: Kitty Fogle <ward4@lockportny.gov>
Sent: Tuesday, September 5, 2023 2:55 PM
To: Janice Sawyer <sawjan14094@gmail.com>; mhoffman@lockportny.gov; Ward5@lockportny.gov; info@lockportny.gov; cityclerk@lockportny.gov
Subject: RE: [EXTERNAL] Missing One-way sign

Thank you for your concern. By writing this you put city in notice. I will follow up.

Regards,
Kitty

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Janice Sawyer <sawjan14094@gmail.com>
Date: 9/5/23 11:43 AM (GMT-05:00)
To: mhoffman@lockportny.gov, Ward5@lockportny.gov, info@lockportny.gov, cityclerk@lockportny.gov
Subject: [EXTERNAL] Missing One-way sign

The one-way sign on Akron heading towards High Street at Roosevelt has been missing since an accident. Vehicles have been noted to head the wrong direction.

Thank you
Janice Sawyer

There is a tree in front of 23 Oliver st (Lockport, NY) that has a broken branch that I have been calling about since May 2022. On August 24, of 2022 I dropped off a photo of it in case they had a hard time locating it. Nothing has been done.

It has now been a full year In the summer it is filled with bees and you can't get near it. Please remove the tree, or at the very least the broken branch before it falls and kills someone. The branch hangs over the driveway of 27 Oliver st.

Cecelia Price
27 Oliver st
716.804.4132

RECEIVED

AUG 24 2023

CITY CLERK OFFICE



To Whom it may Concern

9/2/23

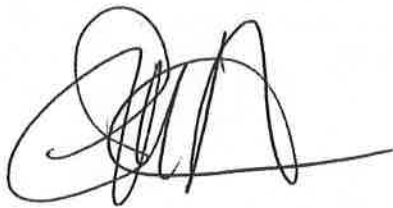
RECEIVED

SEP 05 2023

CITY CLERK OFFICE

My Name is alberto Agüero and I live at
#163 Elmwood AVE hockport ny 14094

I Want to respectfully ask you to help me
removed the Tree in front of our home at
163 Elmwood ave Since The Tree has destroyed
The Street, The sidewalk and The Septic line
The Tree is a Hazard for The home and The
power line. ^{tree} IS leaning towards our home
I have 3 small children under The age
of 6. my family is The most important
piece in my live dont want anything happend to Them
and I need your help to Remove
This Danger from The front of The home.
Thank you!



God bless you

RECEIVED

AUG 21 2023

CITY CLERK OFFICE

In the Matter of the Claim of

JAYLAH FLORENCE-REED,

Claimant,

- against -

NOTICE OF CLAIM

CITY OF LOCKPORT NEW YORK,
HYDRAULIC RACE COMPANY, INC.,
CLARENCE K. BURKWIT d/b/a
LOCKPORT CAVE & UNDERGROUND
BOAT RIDE, HYDRAULIC RACE
COMPANY, INC. d/b/a LOCKPORT
CAVE & UNDERGROUND BOAT RIDE
and THOMAS P. CALLAHAN d/b/a
LOCKPORT HYDRAULIC RACE
COMPANY, LTD.

TO: CITY OF LOCKPORT NEW YORK
HYDRAULIC RACE COMPANY, INC.
CLARENCE K. BURKWIT d/b/a
LOCKPORT CAVE & UNDERGROUND BOAT RIDE
HYDRAULIC RACE COMPANY, INC. d/b/a
LOCKPORT CAVE & UNDERGROUND BOAT RIDE
THOMAS P. CALLAHAN d/b/a LOCKPORT HYDRAULIC RACE COMPANY, LTD.

PLEASE TAKE NOTICE, that JAYLAH FLORENCE-REED, has and hereby makes claim against CITY OF LOCKPORT NEW YORK, HYDRAULIC RACE COMPANY, INC., CLARENCE K. BURKWIT d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, HYDRAULIC RACE COMPANY, INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE and THOMAS P. CALLAHAN d/b/a LOCKPORT HYDRAULIC RACE COMPANY, LTD., and in support of said claim states the following:

1. The Post Office address of the claimant is 931 Fairfield Avenue, Niagara Falls, New York 14305.
2. The attorneys for the claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.
3. The claim of JAYLAH FLORENCE-REED is for personal injuries, including without limitation, loss of income and medical expenses, and for consequential damages generally.
4. The claim arose at LOCKPORT CAVE & UNDERGROUND BOAT RIDE, located at 5 Gooding Street, in the City of Lockport, County of Niagara and State of New York.
5. The claim arose in substance as follows: On the 12th day of June, 2023, at approximately 11:30 a.m., the claimant, JAYLAH FLORENCE-REED, was engaged in employment activities at the tourist attraction commonly known as LOCKPORT CAVE & UNDERGROUND BOAT RIDE, alleged to have been owned and/or operated by CITY OF LOCKPORT NEW YORK and/or HYDRAULIC RACE COMPANY, INC. and/or CLARENCE K. BURKWIT d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE and/or HYDRAULIC RACE COMPANY, INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE and/or THOMAS P. CALLAHAN d/b/a LOCKPORT HYDRAULIC RACE COMPANY, LTD., when the tour boat capsized, resulting in serious injuries to the claimant.
6. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees

of CITY OF LOCKPORT NEW YORK and/or HYDRAULIC RACE COMPANY, INC. and/or CLARENCE K. BURKWIT d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE and/or HYDRAULIC RACE COMPANY, INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE and/or THOMAS P. CALLAHAN d/b/a LOCKPORT HYDRAULIC RACE COMPANY, LTD., and more particularly, among other things, in failing and omitting to inspect the tour boat; in failing and omitting to provide for the safe operation of the tour boat ride; in failing and omitting to provide reasonable and adequate protection for the lives, health and safety of claimant and other persons lawfully aboard the tour boat ride; in failing and omitting to take all necessary precautions for the safety of persons on the tour boat ride and in failing and omitting to avoid the incident, which in the exercise of reasonable care, could and should have been avoided.

7. Upon information and belief, as a result of the aforesaid incident, the claimant, JAYLAH FLORENCE-REED, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; and more particularly, JAYLAH FLORENCE-REED, sustained emotional injuries and physical injuries to the left upper extremities, head and other various injuries. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests that CITY OF LOCKPORT NEW YORK, HYDRAULIC RACE COMPANY, INC., CLARENCE K. BURKWIT d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE, HYDRAULIC RACE COMPANY, INC. d/b/a LOCKPORT CAVE & UNDERGROUND BOAT RIDE and THOMAS P. CALLAHAN d/b/a

LOCKPORT HYDRAULIC RACE COMPANY, LTD. honor and pay the claim on behalf of
JAYLAH FLORENCE-REED.

DATED: Buffalo, New York
August 18, 2023


JAYLAH FLORENCE-REED

LIPSITZ GREEN SCIME CAMBRIA LLP

By: 
MICHAEL P. STUERMER, ESQ.

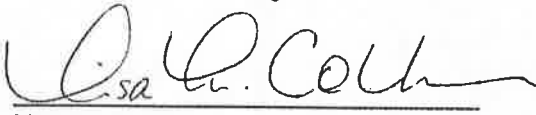
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : #72798.0001]

STATE OF NEW YORK)
) SS.:
COUNTY OF Erie)

JAYLAH FLORENCE-REED, being duly sworn deposes and says that she is the claimant above named; and makes this claim on behalf of self; she has read the foregoing claim and knows the contents thereof; the same is true to the knowledge of the claimant except for the matters herein alleged upon information and belief, and as to those matters, she believes them to be true.


JAYLAH FLORENCE-REED

Sworn to before me on this
18th day of August, 2023.


Notary Public

LISA M. COLBURN
Notary Public, State of New York
Qualified in Erie County
Commission Number: 01CO6147902
My Commission Expires on June 19, 2026

STATE OF NEW YORK
SUPREME COURT :: COUNTY OF NIAGARA

RECEIVED

SEP 01 2023

HOLLY CURCIONE,

CITY CLERK OFFICE

Claimant,

**NOTICE OF CLAIM
FOR PERSONAL INJURIES**

vs.

THE CITY OF LOCKPORT,
THE COUNTY OF NIAGARA,
NIAGARA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY and
NIAGARA COUNTY DEPARTMENT OF
ECONOMIC DEVELOPMENT,

Respondents.

TO: Laura Miskell Benedict
City of Lockport Corporation Counsel
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

Niagara County Industrial Development Agency
Niagara County Department of Economic Development
6311 Inducon Corporate Drive
Sanborn, New York 14132

PLEASE TAKE NOTICE that Claimant, Holly Curcione gives Notice of Claim against the City of Lockport, County of Niagara, Niagara County Industrial Development Agency, and Niagara County Department of Economic Development (hereinafter collectively referred to as "Respondents") and their agents, employees, and others for whom Respondents are vicariously and/or contractually liable, for the

injuries, damages, conscious pain and suffering, and negligent infliction of emotional distress suffered by Claimant as the result of an incident that occurred on June 12, 2023 at approximately 11:20 a.m. at the Lockport Cave and Underground Boat Ride, located at 55 Gooding Street in the City of Lockport, County of Niagara, State of New York ("Lockport Cave and Underground Boat Ride").

In support of this Notice of Claim, Claimant states the following:

1. Claimant's post office address is 152 McChesney Street, Wilson, New York 14172.

2. Attorney for Claimant is The Higgins Law Group, P.C. (Terrence P. Higgins, Esq.), 69 Delaware Avenue, Suite 100, Buffalo, New York 14202; telephone number 716-745-4545.

3. Unless otherwise indicated, the facts set forth in this Notice of Claim are set forth upon information and belief, the sources of which include an investigation into this matter, and review of documents related to this claim.

4. This claim arises out of an incident that occurred on June 12, 2023, during a boat tour taking place in the waterways, underground caves, tunnels, walkways and caverns, at the Lockport Cave and Underground Boat Ride.

5. This claim is for personal injuries, conscious pain and suffering, and negligent infliction of emotional distress suffered

by Claimant Holly Curcione, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees.

6. On June 12, 2023, during the underground boat ride portion of the tour through the waterways, underground caves, tunnels, and caverns, located at the Lockport Cave and Underground Boat Ride, a boat carrying Claimant Holly Curcione, capsized, causing its passengers, including Claimant Holly Curcione, to be ejected into the water.

7. The passengers, including Claimant Holly Curcione, were trapped in cold, deep, murky water in the dark, unreasonably narrow, underground tunnel behind one or more locked gates, with no ledge, handrails, walkway, or anything else to hang onto and no life vests, life preservers, or any other safety and/or rescue devices available for them to pull themselves and/or each other out of the water, and with no ready access by rescue personnel.

7. Upon information and belief, at all times herein mentioned, the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, maintained and/or shared responsibility for inspecting, maintaining, monitoring, authorizing, supervising, and/or overseeing the premises at the Lockport Cave and Underground Boat Ride, including all caves, walkways, access, tunnels, caverns and

waterways, as well as the boat(s) and/or vessel(s) used to transport patrons of the Lockport Cave and Underground Boat Ride through the underground caves, caverns, tunnels and waterways.

8. Upon information and belief, at all times herein mentioned, the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, authorize, oversee and/or supervise the Lockport Cave and Underground Boat Ride, including all caves, walkways, access, caverns and waterways, as well as the boat(s) and/or vessel(s) used to transport patrons of the Lockport Cave and Underground Boat Ride, to ensure that the premises were maintained in a reasonably safe condition, to ensure proper and safe equipment usage and operation, and to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride.

9. Upon information and belief, at all times herein mentioned, the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, authorize, oversee, and/or supervise the activities taking place at Lockport Cave and Underground Boat Ride, including, but not limited to, transport of patrons by boat through the caves, caverns, and waterways of the Lockport Cave and Underground Boat Ride, to ensure that no unreasonably dangerous and/or unsafe activities were

being conducted, to ensure proper and safe equipment usage and operation, and to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride.

10. Respondents breached their respective duties by, among other things, failing to ensure that the premises at the Lockport Cave and Underground Boat Ride were maintained in a reasonably safe condition; failing to properly inspect, maintain, oversee, monitor, authorize and/or supervise the premises, equipment, operation, and/or activities at the Lockport Cave and Underground Boat Ride; failing to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride; causing and/or permitting unreasonably dangerous conditions and unsafe usage and operation at the Lockport Cave and Underground Boat Ride; and causing and/or permitting unreasonably dangerous and unsafe activities to occur at the Lockport Cave and Underground Boat Ride.

11. Respondents had actual and constructive notice of the aforesaid unreasonably dangerous and unsafe conditions and activities at the Lockport Cave and Underground Boat Ride by virtue of, among other things, a nearly identical incident occurring in 2015, where a boat operated by the Lockport Cave and Underground Boat Ride capsized causing the passengers to fall into the water. Upon information and belief, Respondents failed to investigate the incident or take any action to prevent this type of incident from recurring. They also had constructive notice through failing to

properly inspect, maintain, monitor, authorize, supervise, oversee and restrict unsafe equipment usage, operations, and activities.

12. As a direct result of the foregoing, Claimant Holly Curcione suffered serious and permanent physical, psychological, and emotional injuries, and pain and suffering.

13. As a direct result of the foregoing, Claimant Holly Curcione was physically endangered and caused to fear for her life, safety and well being, and also witnessed injury and suffering of others with and very close to her in the zone of danger, causing her to suffer severe and permanent psychological injuries and emotional distress.

14. Upon information and belief, the June 12, 2023 incident, and the damages sustained by Claimant as a result thereof, were directly caused by the negligence, recklessness, and carelessness of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, including, but not limited to, the following:

- a. negligently failing to properly and reasonably inspect the premises at the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, tunnels, walkways and waterways;
- b. negligently failing to reasonably inspect, monitor, and/or maintain the boat(s) and/or vessel(s) used to carry and transport passengers through the underground caves, caverns, and waterways at the Lockport Cave and Underground Boat Ride;
- c. negligently failing to enforce building and/or safety codes rules, and/or regulations, including

but not limited to requirements regarding exits, lighting, handrails, safety and evacuation plans, and first responder/emergency personnel access;

- d. negligently approving and/or failing to prevent and/or remedy dangerous conditions in obvious violation of building and/or safety codes, rules, and/or regulations, including but not limited to requirements regarding exits, lighting, handrails, safety and evacuation plans; first responder/emergency personnel access; and water hazard/rescue precautions;
- e. negligently failing to require compliance with building and/or safety codes, rules, and/or regulations, including, but not limited to, requirements regarding exits, lighting, handrails, safety and evacuation plans; first responder/emergency personnel access; and water hazard/rescue precautions;
- f. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating notwithstanding its noncompliance with building and/or safety codes, rules, and/or regulations, and hazard of boat capsizes;
- g. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating without required and appropriate permits, inspections, and/or safety measures, including proper equipment, proper personnel, and proper precautions;
- h. negligently causing and permitting unreasonably dangerous and unsafe conditions and operations/activities to exist and continue at the Lockport Cave and Underground Boat Ride;
- i. negligently causing and permitting unreasonably dangerous and unsafe activities at the Lockport Cave and Underground Boat Ride;
- j. negligently failing to supervise and/or monitor the Lockport Cave and Underground Boat Ride;

- k. negligently failing to ensure that the Lockport Cave and Underground Boat Ride employed sufficient and adequate on-site personnel, including personnel trained in safety, first aid, and/or rescue procedures, to ensure the safety of its patrons; and personnel properly trained in passenger boat operation, including weight, placement, and capsizing prevention measures;
- l. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride were up to date on inspections, maintenance, and/or repairs; and were designed and operated to prevent capsizing;
- m. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety measures, including but not limited to, life vests and/or flotation devices, proper passenger loading and weight distribution;
- n. negligently failing to monitor, supervise, and/or inspect the number of patrons and weight permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride.
- o. negligently failing to limit the number of patrons permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride to what was reasonable and safe under the circumstances, and based upon adequate precautions;
- p. negligently failing to ensure safe and proper ingress/egress of patrons of the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, and/or waterways;
- q. negligently failing to ensure that the Lockport Cave and Underground Boat Ride, and operators and employees thereof, implemented reasonable and adequate policies and procedures to ensure the safety and well-being of its patrons.

15. As a direct result of the acts and/or omissions described above, Claimant Holly Curcione suffered serious and permanent physical, psychological, and emotional injuries, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimant seeks all damages available at law.

16. The full extent and amount of damages have not yet been determined but include and shall not be limited to all past, present, and future damages incurred for the following:

- a. Pain and suffering;
- b. Negligent infliction of emotional distress;
- c. Personal injuries and permanency and progressiveness thereof;
- d. Need for and cost of future medical related care, including spine surgery and shoulder surgery;
- e. Other special and general damages as they manifest themselves subsequent to the date of this notice.

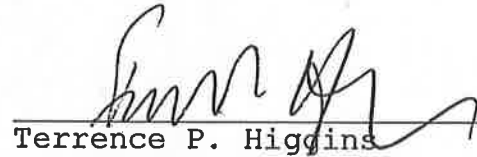
17. The incident alleged herein was the direct result of the negligence, carelessness, and recklessness of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees and others for whom the Respondents are vicariously and/or contractually liable, without any negligence on the part of the Claimant.

WHEREFORE, the Claimant Holly Curcione respectfully requests that this claim be allowed and paid by the Respondents, the City of Lockport, County of Niagara, Niagara County Industrial Development

Agency, and Niagara County Department of Economic Development. You are hereby notified that unless it is adjusted and paid within 30 days of the date of presentation to you, the Claimant intends to commence an action on this matter.

DATED: Buffalo, New York
August 31, 2023



Holly Curcione
Claimant


Terrence P. Higgins
THE HIGGINS LAW GROUP, P.C.
Attorneys for Claimant
69 Delaware Avenue; Suite 100
Buffalo, New York 14202
716-745-4545

VERIFICATION

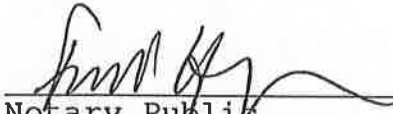
STATE OF NEW YORK)
COUNTY OF ERIE) ss:

Holly Curcione, being duly sworn depose and say that I am the Claimant in this action; that I have read the foregoing **Notice of Claim for Personal Injuries** and know the contents thereof; that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged on information and belief and that as to those matters I believe to be true.



Holly Curcione

Sworn to before me this
31st day of August, 2020.



Notary Public

TERRENCE P. HIGGINS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires November 13, 2026

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF**

RECEIVED

SEP 01 2023

CITY CLERK OFFICE

-----X
DANIEL MORRISSETTE
ELIZABETH MORRISSETTE

Plaintiff/Petitioner,

-against-

Index No.

CITY OF LOCKPORT

Defendant/Respondent
-----X

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are Defendant/Respondent (a party) in this case.

- **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: Information for Attorneys" pg. 2).

- **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The benefits of participating in e-filing include:

- Serving and filing your documents electronically
- Free access to view and print your e-filed documents
- Limiting your number of trips to the courthouse
- Paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycoourthelp.gov

Information for Attorneys
(E-filing is Mandatory for Attorneys)

An attorney representing a party who is served with this notice must either:

- 1) Immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile; or
- 2) File the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

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Dated: August 31, 2023

Robert J. Maranto	
Name	Address
ANDREWS, BERNSTEIN, MARANTO & NICOTRA, PLLC	420 Franklin Street
Firm Name	Buffalo, NY 14202
	716-842-2200
	Phone
	E-Mail
To: City of Lockport	rjm@wnyinjurylawyers.com

STATE OF NEW YORK
SUPREME COURT: ERIE COUNTY

DANIEL MORRISSETTE
512 Portage Rd.,
Niagara Falls, NY 14301

ELIZABETH MORRISSETTE
512 Portage Rd.,
Niagara Falls, NY 14301

Claimant,

NOTICE OF CLAIM

CITY OF LOCKPORT
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Respondent.

PLEASE TAKE NOTICE, that the Claimants, DANIEL MORRISSETTE and ELIZABETH MORRISSETTE hereby intend to file a claim against CITY OF LOCKPORT and in support of said claim states the following:

1. The address of Claimants is 512 Portage Rd., Niagara Falls, New York 14301.
2. The Attorneys for Claimants are Andrews, Bernstein, Maranto & Nicotra, PLLC, and their Post Office address is 420 Franklin Street, Buffalo, New York 14202.
3. This claim arose as follows: On June 12, 2023, Claimants attended a guided tour of the Erie Canal and the Lockport Locks. The guided tour was performed by Hydraulic Race Company, Inc., d/b/a Lockport Cave & Underground Boat Ride. Upon information and belief, the tour began at the ticket office of Lockport Cave & Underground Boat Ride, which is located at 5 Gooding St., Lockport, New York 14094. Upon information and belief, at some point thereafter, guests attended a "Boat Ride" along the Erie Canal in furtherance of the historical tour which lasted approximately 75 minutes. Upon information and belief, the boat ride would

venture into the cave, make a loop, and eventually return back to the starting point. Upon information and belief, on June 12, 2023, during the boating portion of the tour, at approximately 11:30 a.m., the boat became unbalanced and eventually capsized which sent 29 individuals into the water. As a result, Claimants suffered serious bodily injuries and severe emotional distress.

4. Upon information and belief, the incident herein described and the resultant damages sustained were caused as a result of the negligence, carelessness, recklessness, and deliberate indifference on the part of the agents, servants, and/or employees of the City of Lockport. These acts include, but are not limited to, the following:

- a. Negligent supervision;
- b. Negligent failure to recognize a known danger;
- c. Negligent failure to take proper measures to correct the danger;
- d. Negligent failure to inspect the tour boat;
- e. Negligent failure to license the tour boat;
- f. Negligently failing to prevent injuries;
- g. The Respondents were otherwise negligent.

5. Upon information and belief, the City of Lockport Police confirmed a similar incident to Lockport Cave & Boat Ride. Upon information and belief, an incident report was filed in the department.

6. This Claim is for personal injuries, conscious physical and emotional pain and suffering.

7. By virtue of the negligence, carelessness, recklessness, and deliberate indifference of the CITY OF LOCKPORT, Claimants, DANIEL MORRISSETTE and ELIZABETH MORRISSETTE, were caused to suffer serious, significant, and permanent physical and emotional damages as a result of this incident.

8. **WHEREFORE**, Claimants, DANIEL MORRISSETTE and ELIZABETH MORRISSETTE, requests that the CITY OF LOCKPORT compensate Claimants, for their injuries and loss.

DATED: Buffalo, New York
August 31, 2023

Yours, etc.

By:

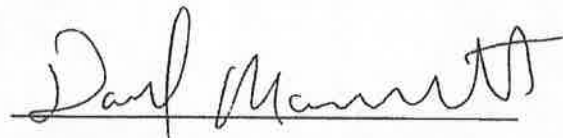


Robert J. Maranto, Jr., Esq.
**ANDREWS, BERNSTEIN,
MARANTO & NICOTRA, PLLC**
Attorney for Claimant
420 Franklin Street
Buffalo, New York 14202
(716) 842-2200

VERIFICATION

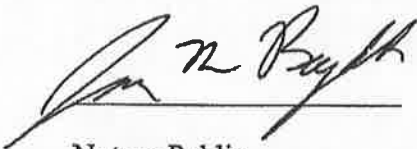
STATE OF NEW YORK :
ERIE COUNTY : ss.
:

DANIEL MORRISSETTE individually, being duly sworn, deposes and says: I am the claimant above named; I have read the foregoing Notice of Claim in this action and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.



DANIEL MORRISSETTE

Sworn to before me this



Notary Public

JAMES M BOGOLD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BO6438082
Qualified in Erie County
My Commission Expires 08-08-2026

VERIFICATION

STATE OF NEW YORK :

ERIE COUNTY : ss.

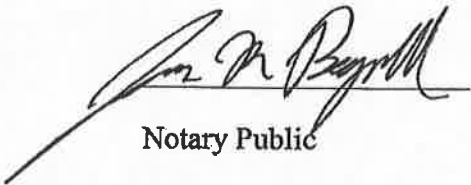
:

ELIZABETH MORRISSETTE individually, being duly sworn, deposes and says: I am the claimant above named; I have read the foregoing Notice of Claim in this action and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.



ELIZABETH MORRISSETTE

Sworn to before me this


Notary Public

JAMES M BOGOLD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806438082
Qualified in Erie County
My Commission Expires 08-08-2026

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

-----X
KRISTEN BROLINSKI

Plaintiff/Petitioner,

-against-

CITY OF LOCKPORT

Defendant/Respondent
-----X

RECEIVED

SEP 01 2023

CITY CLERK OFFICE

Index No.

NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)

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- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
 - 2) You are Defendant/Respondent (a party) in this case.
- **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: Information for Attorneys" pg. 2).
 - **If you are not represented by an attorney:**
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

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- Paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

Information for Attorneys
(E-filing is Mandatory for Attorneys)

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Dated: August 31, 2023

Robert J. Maranto	
Name	Address
ANDREWS, BERNSTEIN, MARANTO & NICOTRA, PLLC	420 Franklin Street
Firm Name	Buffalo, NY 14202
	716-842-2200
	Phone
	E-Mail
To: City of Lockport	rjm@wnyinjurylawyers.com

STATE OF NEW YORK
SUPREME COURT: ERIE COUNTY

KRISTEN BROLINSKI
370 N. 8th Street
Lewiston, NY 14092

Claimant,

NOTICE OF CLAIM

CITY OF LOCKPORT
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Respondent.

PLEASE TAKE NOTICE, that the Claimant, KRISTEN BROLINSKI, hereby intends to file a claim against CITY OF LOCKPORT and in support of said claim states the following:

1. The address of Claimant is 370 N. 8th Street, Lewiston, New York 14092.
2. The Attorneys for Claimant are Andrews, Bernstein, Maranto & Nicotra, PLLC, and their Post Office address is 420 Franklin Street, Buffalo, New York 14202.
3. This claim arose as follows: On June 12, 2023, Claimant attended a guided tour of the Erie Canal and the Lockport Locks. The guided tour was performed by Hydraulic Race Company, Inc., d/b/a Lockport Cave & Underground Boat Ride. Upon information and belief, the tour began at the ticket office of Lockport Cave & Underground Boat Ride, which is located at 5 Gooding St., Lockport, New York 14094. Upon information and belief, at some point thereafter, guests attended a "Boat Ride" along the Erie Canal in furtherance of the historical tour which lasted approximately 75 minutes. Upon information and belief, the boat ride would venture into the cave, make a loop, and eventually return back to the starting point. Upon information and belief, on June 12, 2023, during the boating portion of the tour, at

approximately 11:30 a.m., the boat became unbalanced and eventually capsized which sent 29 individuals into the water. As a result, Claimant suffered serious bodily injuries and severe emotional distress.

4. Upon information and belief, the incident herein described and the resultant damages sustained were caused as a result of the negligence, carelessness, recklessness, and deliberate indifference on the part of the agents, servants, and/or employees of the City of Lockport. These acts include, but are not limited to, the following:

- a. Negligent supervision;
- b. Negligent failure to recognize a known danger;
- c. Negligent failure to take proper measures to correct the danger;
- d. Negligent failure to inspect the tour boat;
- e. Negligent failure to license the tour boat;
- f. Negligently failing to prevent injuries;
- g. The Respondents were otherwise negligent.

5. Upon information and belief, the City of Lockport Police confirmed a similar incident to Lockport Cave & Boat Ride. Upon information and belief, an incident report was filed in the department.

6. This Claim is for personal injuries, conscious physical and emotional pain and suffering.

7. By virtue of the negligence, carelessness, recklessness, and deliberate indifference of the CITY OF LOCKPORT, Claimant, KRISTEN BROLINSKI, were caused to suffer serious, significant, and permanent physical and emotional damages as a result of this incident.

8. **WHEREFORE**, Claimant, KRISTEN BROLINSKI requests that the CITY OF LOCKPORT compensate Claimant, for her injuries and loss.

DATED: Buffalo, New York
August 31, 2023

Yours, etc.

A handwritten signature in dark ink, appearing to read "R. Maranto, Jr.", enclosed within a rectangular border.

By:

Robert J. Maranto, Jr., Esq.
**ANDREWS, BERNSTEIN,
MARANTO & NICOTRA, PLLC**
Attorney for Claimant
420 Franklin Street
Buffalo, New York 14202
(716) 842-2200

VERIFICATION

STATE OF NEW YORK :

~~ERIE~~ COUNTY : ss.

Niagara :

KRISTEN BROLINSKI individually, being duly sworn, deposes and says: I am the claimant above named; I have read the foregoing Notice of Claim in this action and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, I believe them to be true.

Kristen Brolinski

KRISTEN BROLINKSI

Sworn to before me this 30th day of August 2023

Stephanie Myers (Honeywell)

Notary Public



STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA
.....

HARSHADKUMAR S. SHAH, deceased, by the Co-Executors
of his Estate, DHARAN H. SHAH and
MANSI H. SHAH; and

KAMINIBEN H. SHAH;

Claimants,

**NOTICE OF CLAIM
FOR PERSONAL
INJURIES AND
WRONGFUL DEATH**

-vs-

THE CITY OF LOCKPORT,
THE COUNTY OF NIAGARA,
NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and
NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Respondents.
.....

TO: Laura Miskell Benedict
City of Lockport Corporation Counsel
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

Niagara County Industrial Development Agency
Niagara County Department of Economic Development
6311 Inducon Corporate Drive
Sanborn, New York 14132

hand delivered
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SEP 06 2023

CITY CLERK OFFICE

PLEASE TAKE NOTICE that Claimants, DHARAN H. SHAH and MANSI H. SHAH, as Co-Executors of the Estate of HARSHADKUMAR S. SHAH; and KAMINIBEN H. SHAH (hereinafter referred to collectively as "Claimants"), give Notice of a Claim against the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (hereinafter collectively referred to as "Respondents"), and their agents, employees, and others for whom the Respondents are vicariously and/or contractually liable, for the injuries, damages, conscious pain and suffering, negligent infliction of emotional distress, pre-impact terror, and/or wrongful death suffered by Claimants and Claimants' decedent as the result of an incident that occurred on June 12, 2023 at the Lockport Cave and Underground Boat Ride, located at 5 Gooding Street in the City of Lockport, County of Niagara, State of New York ("Lockport Cave and Underground Boat Ride").

In support of this Notice of Claim, the Claimants state the following:

1. The post office address of Claimant Dharan H. Shah, as Executor of the Estate of HARSHADKUMAR S. SHAH is 6621 Niagara Falls Boulevard, Niagara Falls, New York 14304.

2. The post office address of Claimant Mansi H. Shah, as Executor of the Estate of HARSHADKUMAR S. SHAH is 9001 Niagara Falls Boulevard, Niagara Falls, New York 14304.
3. On July 11, 2023, the County of Niagara's Surrogate's Court issued Letters Testamentary to Claimants DHARAN H. SHAH and MANSI H. SHAH, who thereupon qualified as Co-Executors of the estate of HARSHADKUMAR S. SHAH.
4. Claimants, DHARAN H. SHAH and MANSI H. SHAH are the children of claimant, KAMINIBEN H. SHAH, and the decedent, HARSHADKUMAR S. SHAH.
5. The post office address of Claimant KAMINIBEN H. SHAH is 6621 Niagara Falls Boulevard, Niagara Falls, New York 14304.
6. Claimant, KAMINIBEN H. SHAH, was the wife of decedent, HARSHADKUMAR S. SHAH.
7. The attorneys for the Claimants are CONNORS LLP (Terrence M. Connors, Esq. and Christina M. Eaton, Esq. of counsel), 1000 Liberty Building, 424 Main Street, Buffalo, New York 14202. The telephone number for CONNORS, LLP is (716) 852-3333.
8. Unless otherwise indicated, the facts set forth in this Notice of Claim are based upon information and belief, the sources of which include an investigation into this matter, interviews with witnesses, and a review of documents related to this claim.

9. This claim arises out of an incident that occurred on June 12, 2023 during a boat tour taking place in the underground caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride.

10. This claim is for: (1) the personal injuries, conscious pain and suffering, and wrongful death of Claimant's decedent, HARSHADKUMAR S. SHAH, by the Co-Executors of his estate, DHARAN H. SHAH and MANSI H. SHAH, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees; and (2) the personal injuries, pain and suffering, and negligent infliction of emotional distress of Claimant, KAMINIBEN H. SHAH, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees.

11. On June 12, 2023 at or around 11:20 a.m., during the underground boat ride portion of the tour through the underground caves, tunnels, walkways, caverns, and/or waterways located at the Lockport Cave and Underground Boat Ride, a boat carrying Claimant, KAMINIBEN H. SHAH and her husband, decedent HARSHADKUMAR S. SHAH, capsized, causing its passengers, including Claimant, KAMINIBEN H. SHAH, and decedent, HARSHADKUMAR S. SHAH to fall into the water and causing decedent, HARSHADKUMAR S. SHAH, to become trapped in the water under the capsized boat and drown.

12. The passengers, including Claimant KAMINIBEN H. SHAH and her husband, decedent HARSHADKUMAR S. SHAH, were trapped in the cold, deep, murky water in a pitch-dark, unreasonably narrow, underground tunnel behind one or more locked gates, with no ledge, handrails, or anything else to hang onto and no life vests, life preservers, or any other safety and/or rescue devices available for them to pull themselves out of the water, for nearly one hour before rescue personnel arrived.

13. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, maintained and/or shared responsibility for inspecting, maintaining, monitoring, supervising, and/or overseeing the premises at the Lockport Cave and Underground Boat Ride, including all caves, tunnels, walkways, caverns, and or waterways, as well as the boats and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride through the underground caves, caverns, tunnels, and/or waterways.

14. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee and/or supervise the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, as well as the boats, crafts, and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride, to ensure that the premises were

maintained in a reasonably safe condition and to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride.

15. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee, and/or supervise the activities taking place at the Lockport Cave and Underground Boat Ride, including, but not limited to, transport of patrons by boat, craft, vessel and/or by other means through the caves, tunnels, walkways, caverns, and/or waterways of the Lockport Cave and Underground Boat Ride, to ensure that no unreasonably dangerous activities were being conducted and to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride.

16. Respondents breached their respective duties by, among other things, failing to ensure that the premises at the Lockport Cave and Underground Boat Ride, including but not limited to, all caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride, were maintained in a reasonably safe condition; failing to inspect, maintain, oversee, monitor, and/or supervise the premises, including all caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride; failing to inspect, maintain, oversee, monitor, and/or supervise the activities at the Lockport Cave and Underground Boat Ride; failing to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride; causing and/or permitting

unreasonably dangerous conditions at the Lockport Cave and Underground Boat Ride; advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride; and causing and/or permitting unreasonably dangerous activities to occur at the Lockport Cave and Underground Boat Ride.

17. Respondents had actual and constructive notice of the aforesaid unreasonably dangerous conditions and activities at the Lockport Cave and Underground Boat Ride by virtue of, among other things, a nearly identical incident occurring in 2015, where a boat operated by the Lockport Cave and Underground Boat Ride capsized causing the passengers to fall into the water. Upon information and belief, Respondents failed to investigate the incident or take any action to prevent this type of incident from recurring.

18. As a direct result of the foregoing, the decedent, HARSHADKUMAR S. SHAH, was trapped under water beneath the overturned boat, as other passengers frantically climbed on top of the boat in an effort to escape the water thereby pushing the boat down harder on top of him, causing him to suffer severe, serious and permanent physical, psychological, and emotional injuries, conscious pain and suffering, pre-impact terror, fear of impending death, and, ultimately, death by drowning.

19. As a direct result of the foregoing, Claimant, KAMINIBEN H. SHAH, was trapped, shivering in the cold murky water for nearly one hour, with other passengers climbing over her as they attempted to climb on top of the boat in an effort to escape, and was caused to suffer severe, serious, and permanent physical, psychological, and/or emotional injuries, conscious pain and suffering, and fear of impending death.

20. As a direct result of the foregoing, Claimant, KAMINIBEN H. SHAH, was physically endangered and caused to fear for her safety and well-being, causing her to suffer severe and permanent psychological injuries and emotional distress.

21. As a direct result of the foregoing, Claimant, KAMINIBEN H. SHAH, a bystander located within the zone of danger at the time the boat capsized, contemporaneously observed her husband of more than 30 years fall into the water, become trapped in the water under the capsized boat, and drown, causing her to suffer severe and permanent psychological injuries and emotional distress.

22. As a direct result of the foregoing, Claimant, KAMINIBEN H. SHAH, was deprived of the support, services, companionship, and consortium of her husband, HARSHADKUMAR S. SHAH.

23. As a direct result of the foregoing, the distributees of Claimants' decedent, HARSHADKUMAR S. SHAH, were deprived of the support, services, companionship, and consortium of HARSHADKUMAR S. SHAH, and suffered other pecuniary loss.

24. Upon information and belief, the June 12, 2023 incident, and the damages sustained by Claimants and Claimants' decedent as a result thereof, were directly caused by the negligence, recklessness, and carelessness of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, including, but not limited to, the following:

- a. negligently failing to reasonably inspect the premises at the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, tunnels, walkways, and waterways;
- b. negligently failing to reasonably inspect, monitor, and/or maintain the boats and/or vessels used to carry and/or transport passengers through the underground caves, caverns, and waterways at the Lockport Cave and Underground Boat Ride;
- c. negligently failing to enforce building and/or safety codes rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, life jackets, life preservers, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits, safety and evacuation plans, and first responder/emergency personnel access;
- d. negligently approving and/or failing to prevent and/or remedy dangerous conditions in obvious violation of building and/or safety codes, rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- e. negligently failing to require compliance with building and/or safety codes, rules, and/or regulations, including, but not limited to,

requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;

- f. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating notwithstanding its noncompliance with building and/or safety codes, rules, and/or regulations;
- g. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating without required and appropriate permits, inspections, and/or safety measures;
- h. negligently causing and permitting unreasonably dangerous conditions to exist and continue at the Lockport Cave and Underground Boat Ride;
- i. negligently causing and permitting unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride;
- j. negligently failing to supervise and/or monitor the Lockport Cave and Underground Boat Ride;
- k. negligently failing to ensure that the Lockport Cave and Underground Boat Ride employed sufficient and adequate on-site personnel, including personnel trained in safety, first aid, and/or rescue procedures, to ensure the safety of its patrons;
- l. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride were up to date on inspections, maintenance, and/or repairs;
- m. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat

Ride implemented reasonable and adequate safety measures, including but not limited to, life vests and/or floatation devices;

- n. negligently failing to monitor, supervise, and/or inspect the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride.
- o. negligently failing to limit the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride to what was reasonable and safe under the circumstances;
- p. negligently failing to ensure ingress/egress of patrons of the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, tunnels, walkways, caverns, and/or waterways;
- q. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate policies and procedures to ensure the safety and well-being of its patrons;
- r. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety and first aid trainings for its agents, contractors, servants, and/or employees;
- s. negligently advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; and
- t. negligently advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride.

25. As a direct result of the acts and/or omissions described above, Claimant, KAMINIBEN H. SHAH, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending impact and death, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimants will seek all damages available at law.

26. As a direct result of the acts and/or omissions described above, Claimant, KAMINIBEN H. SHAH, was deprived of the support, services, companionship, and consortium of her husband, HARSHADKUMAR S. SHAH, and Claimants will seek all damages available at law.

27. As a direct result of the acts and/or omissions described above, the decedent, HARSHADKUMAR S. SHAH, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending death, conscious pain and suffering, and other serious, severe, and extensive injuries and wrongful death, and Claimants will seek all damages available at law, including, but not limited to, pecuniary loss and loss of services, support and guidance under New York's Wrongful Death Statute.

28. The full extent and amount of damages has not yet been determined but includes, and shall not be limited to, all past, present, and future damages incurred for:

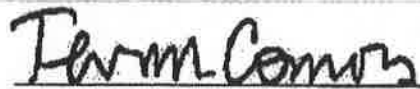
- a. Personal injuries;
- b. Conscious pain and suffering;

- c. Negligent infliction of emotional distress;
- d. Loss of services, companionship, guidance, and support, and consortium;
- e. Wrongful death;
- f. Other special and general damages as they manifest themselves subsequent to the date of this notice.

29. The incident alleged herein was the direct result of the negligence, carelessness, and recklessness, and/or other culpable conduct of the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees and others for whom the Respondents are vicariously and/or contractually liable, without any negligence on the part of the Claimants or Claimants' decedent.

WHEREFORE, the Claimants, DHARAN H. SHAH and MANSI H. SHAH as Co-Executors of the Estate of HARSHADKUMAR S. SHAH, and Claimant, KAMINIBEN H. SHAH, respectfully request that this claim be allowed and paid by the Respondents, the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT. You are hereby notified that unless it is adjusted and paid within 30 days of the date of presentation to you, the Claimants intend to commence an action on this matter.

DATED: Buffalo, New York
September 1, 2023



Terrence M. Connors, Esq.,
Christina M. Eaton, Esq.,
CONNORS LLP

Attorneys for Claimants
1000 Liberty Building
Buffalo, New York 14202
(716) 852-5533
tmc@connorsllp.com
cme@connorsllp.com

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:
CITY OF NIAGARA FALLS)

DHARAN H. SHAH being duly sworn, deposes and says that he is a Claimant in the within action, that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.

Dharan H. Shah
Dharan H. Shah

Sworn to before me this
1 day of September, 2023.

Christina M. Eaton

CHRISTINA M. EATON
No. 02EAB416323
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/12/20 **25**

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:
CITY OF NIAGARA FALLS)

MANSI H. SHAH being duly sworn, deposes and says that she is a Claimant in the within action, that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.

Mansi H. Shah
Mansi H. Shah

Sworn to before me this
1 day of September, 2023,

Chris
Notary Public

CHRISTINA M. EATON
No. 02EAB416323
Notary Public, State of New York
My Commission Expires 09/13/25

NOTARY PUBLIC
STATE OF NEW YORK

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.
CITY OF NIAGARA FALLS)

KAMINIBEN H. SHAH, being duly sworn, deposes and says that she is a Claimant in the within action, that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.

Kaminiben H. Shah
Kaminiben H. Shah

Sworn to before me this
1 day of September, 2023.

Chen

Notary Public

CHRISTINA M. EATON
No. 02EAB416323
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/12/2025

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

NARESH RAMANLAL SHAH, and
SHARMISTHA NARESHKUMAR SHAH

NOTICE OF CLAIM FOR
PERSONAL INJURIES

Claimants,

-vs-

THE CITY OF LOCKPORT,
THE COUNTY OF NIAGARA,
NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and
NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Respondents.

TO: Laura Miskell Benedict
City of Lockport Corporation Counsel
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

Niagara County Industrial Development Agency
Niagara County Department of Economic Development
6311 Inducon Corporate Drive
Sanborn, New York 14132

hand delivered
RECEIVED

SEP 06 2023

CITY CLERK OFFICE

PLEASE TAKE NOTICE that Claimants, NARESH RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH ("Claimants") give Notice of Claim against the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (hereinafter collectively referred to as "Respondents"), and their agents, employees, and others for whom the Respondents are vicariously and/or contractually liable, for the injuries, damages, conscious pain and suffering, pre-impact terror, and negligent infliction of emotional distress suffered by the Claimants as the result of an incident that occurred on June 12, 2023 at the Lockport Cave and Underground Boat Ride, located at 5 Gooding Street in the City of Lockport, County of Niagara, State of New York ("Lockport Cave and Underground Boat Ride").

In support of this Notice of Claim, the Claimants state the following:

1. The post office address of Claimant NARESH RAMANLAL SHAH is 9001 Niagara Falls Boulevard, Niagara Falls, New York 14304.
2. The post office address of Claimant SHARMISTHA NARESHKUMAR SHAH is 9001 Niagara Falls Boulevard, Niagara Falls, New York 14304.

3. The attorneys for the Claimants are CONNORS LLP (Terrence M. Connors, Esq. and Christina M. Eaton, Esq. of counsel), 1000 Liberty Building, 424 Main Street, Buffalo, New York 14202. The telephone number for CONNORS, LLP is (716) 852-5533.

4. Unless otherwise indicated, the facts set forth in this Notice of Claim are set forth upon information and belief, the sources of which include an investigation into this matter, interviews with witnesses, and a review of documents related to this claim.

5. This claim arises out of an incident that occurred on June 12, 2023, during a boat tour taking place in the underground caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride.

6. This claim is for the personal injuries, conscious pain and suffering, and negligent infliction of emotional distress suffered by Claimants, NARESH RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees.

7. On June 12, 2023 at or around 11:20 a.m., during the underground boat ride portion of the tour through the underground caves, tunnels, caverns, and/or waterways located at the Lockport Cave and Underground Boat Ride, a boat carrying Claimants, NARESH RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH, capsized, causing its passengers, including NARESH

RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH to fall into the water.

8. The passengers, including Claimants, NARESH RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH, were trapped in the cold, deep, murky water in a pitch-dark, unreasonably narrow, underground tunnel behind one or more locked gates, with no ledge, handrails, or anything else to hang onto and no life vests, life preservers, or any other safety and/or rescue devices available for them to pull themselves out of the water, for nearly one hour before rescue personnel arrived.

9. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, maintained and/or shared responsibility for inspecting, maintaining, monitoring, supervising, and/or overseeing the premises at the Lockport Cave and Underground Boat Ride, including all caves, tunnels, walkways, caverns, and or waterways, as well as the boats and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride through the underground caves, caverns, tunnels, and/or waterways.

10. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee and/or supervise the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or

waterways, as well as the boats, crafts, and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride, to ensure that the premises were maintained in a reasonably safe condition and to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride.

11. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee, and/or supervise the activities taking place at the Lockport Cave and Underground Boat Ride, including, but not limited to, transport of patrons by boat, craft, vessel, and/or by other means through the caves, tunnels, walkways, caverns, and/or waterways of the Lockport Cave and Underground Boat Ride, to ensure that no unreasonably dangerous activities were being conducted and to ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride.

12. Respondents breached their respective duties by, among other things, failing to ensure that the premises at the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, were maintained in a reasonably safe condition; failing to inspect, maintain, oversee, monitor, and/or supervise the premises, including all caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride; failing to inspect, maintain, oversee, monitor, and/or supervise the activities at the Lockport Cave and Underground Boat Ride; failing to

ensure the safety and well-being of patrons of the Lockport Cave and Underground Boat Ride; causing and/or permitting unreasonably dangerous conditions at the Lockport Cave and Underground Boat Ride; advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride; and causing and/or permitting unreasonably dangerous activities to occur at the Lockport Cave and Underground Boat Ride.

13. Respondents had actual and constructive notice of the aforesaid unreasonably dangerous conditions and activities at the Lockport Cave and Underground Boat Ride by virtue of, among other things, a nearly identical incident occurring in 2015, where a boat operated by the Lockport Cave and Underground Boat Ride capsized causing the passengers to fall into the water. Upon information and belief, Respondents failed to investigate the incident or take any action to prevent this type of incident from recurring.

14. Claimants, NARESH RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH, are family members of HARSHADKUMAR S. SHAH, who was trapped underwater beneath the overturned boat when it capsized, causing him to suffer serious injuries and death by drowning.

15. As a direct result of the foregoing, Claimant, NARESH RAMANLAL SHAH, was trapped, shivering in the cold murky water for nearly one hour, with

other passengers climbing over him as they attempted to climb on top of the boat in an effort to escape, and was caused to suffer severe, serious, and permanent physical, psychological, and/or emotional injuries, conscious pain and suffering, and fear of impending death.

16. As a direct result of the foregoing, Claimant, NARASH RAMANLAL SHAH, was physically endangered and caused to fear for his safety and well being, causing him to suffer severe and permanent psychological injuries and emotional distress.

17. As a direct result of the foregoing, Claimant NARESH RAMANLAL SHAH, a bystander located within the zone of danger when the boat capsized, contemporaneously observed his wife's serious injuries and near drowning, and also contemporaneously observed his family member, HARSHADKUMAR S. SHAH, fall into the water, become trapped in the water under the capsized boat, and drown, all of which caused NARESH RAMANLAL SHAH to suffer severe and permanent psychological injuries and emotional distress.

18. As a direct result of the foregoing, Claimant, SHARMISTHA NARESHKUMAR SHAH, was trapped, shivering in the cold murky water for nearly one hour, with other passengers climbing over her as they attempted to climb on top of the boat in an effort to escape, and was caused to suffer severe, serious, and permanent physical, psychological, and/or emotional injuries, conscious pain and suffering, and fear of impending death.

19. As a direct result of the foregoing, Claimant, SHARMISTHA NARESHKUMAR SHAH, was physically endangered and caused to fear for her safety and well being, causing her to suffer severe and permanent psychological injuries and emotional distress.

20. As a direct result of the foregoing, Claimant, SHARMISTHA NARESHKUMAR SHAH, a bystander located within the zone of danger when the boat capsized, contemporaneously observed her husband's serious injuries and near drowning, and also contemporaneously observed her family member, HARSHADKUMAR S. SHAH, fall into the water, become trapped in the water under the capsized boat, and drown, all of which caused SHARMISTHA NARESHKUMAR SHAH to suffer severe and permanent psychological injuries and emotional distress

21. As a result of the foregoing, Claimant, NARESH RAMANLAL SHAH, was deprived of the services, support, companionship, and consortium of his wife, SHARMISTHA NARESHKUMAR SHAH.

22. As a result of the foregoing, Claimant, SHARMISTHA NARESHKUMAR SHAH, was deprived of the services, support, companionship, and consortium of her husband, NARESH RAMANLAL SHAH.

23. Upon information and belief, the June 12, 2023 incident, and the damages sustained by Claimants as a result thereof, were directly caused by the negligence, recklessness, and carelessness of the Respondents and/or Respondents'

agents, subsidiaries, associates, contractors, servants, and/or employees, including, but not limited to, the following:

- a. negligently failing to reasonably inspect the premises at the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, tunnels, walkways, and waterways;
- b. negligently failing to reasonably inspect, monitor, and/or maintain the boats and/or vessels used to carry and/or transport passengers through the underground caves, caverns, and waterways at the Lockport Cave and Underground Boat Ride;
- c. negligently failing to enforce building and/or safety codes rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, life jackets, life preservers, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits, safety and evacuation plans, and first responder/emergency personnel access;
- d. negligently approving and/or failing to prevent and/or remedy dangerous conditions in obvious violation of building and/or safety codes, rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- e. negligently failing to require compliance with building and/or safety codes, rules, and/or regulations, including, but not limited to, requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;

- f. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating notwithstanding its noncompliance with building and/or safety codes, rules, and/or regulations;
- g. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating without required and appropriate permits, inspections, and/or safety measures;
- h. negligently causing and permitting unreasonably dangerous conditions to exist and continue at the Lockport Cave and Underground Boat Ride;
- i. negligently causing and permitting unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride;
- j. negligently failing to supervise and/or monitor the Lockport Cave and Underground Boat Ride;
- k. negligently failing to ensure that the Lockport Cave and Underground Boat Ride employed sufficient and adequate on-site personnel, including personnel trained in safety, first aid, and/or rescue procedures, to ensure the safety of its patrons;
- l. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride were up to date on inspections, maintenance, and/or repairs;
- m. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety measures, including but not limited to, life vests and/or floatation devices;
- n. negligently failing to monitor, supervise, and/or inspect the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride.

- o. negligently failing to limit the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride to what was reasonable and safe under the circumstances;
- p. negligently failing to ensure ingress/egress of patrons of the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, tunnels, walkways, caverns, and/or waterways;
- q. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate policies and procedures to ensure the safety and well-being of its patrons;
- r. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety and first aid trainings for its agents, contractors, servants, and/or employees;
- s. negligently advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; and
- t. negligently advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride.

24. As a direct result of the acts and/or omissions described above, Claimant, NARESH RAMANLAL SHAH, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending impact and death, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimants will seek all damages available at law.

25. As a direct result of the acts and/or omissions described above, Claimant, NARESH RAMANLAL SHAH, was deprived of the support, services, companionship, and consortium of his wife, SHARMISTHA NARESHKUMAR SHAH, and Claimants will seek all damages available at law.

26. As a direct result of the acts and/or omissions described above, Claimant, SHARMISTHA NARESHKUMAR SHAH, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending impact and death, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimants will seek all damages available at law.

27. As a direct result of the acts and/or omissions described above, Claimant, SHARMISTHA NARESHKUMAR SHAH, was deprived of the support, services, companionship, and consortium of her husband, NARESH RAMANLAL SHAH, and Claimants will seek all damages available at law.

28. The full extent and amount of damages have not yet been determined but include and shall not be limited to all past, present, and future damages incurred for the following:

- a. Pain and suffering;
- b. Negligent infliction of emotional distress;
- c. Personal injuries;
- d. Loss of services, companionship, support, and consortium;

- e. Other special and general damages as they manifest themselves subsequent to the date of this notice.

29. The incident alleged herein was the direct result of the negligence, carelessness, recklessness, and/or other culpable conduct of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees and others for whom the Respondents are vicariously and/or contractually liable, without any negligence on the part of the Claimants.

WHEREFORE, the Claimants, NARESH RAMANLAL SHAH and SHARMISTHA NARESHKUMAR SHAH, respectfully request that this claim be allowed and paid by the Respondents, the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT. You are hereby notified that unless it is adjusted and paid within 30 days of the date of presentation to you, the Claimants intend to commence an action on this matter.

DATED: Buffalo, New York
September __, 2023

Terrence M. Connors, Esq.,
Christina M. Eaton, Esq.,
CONNORS LLP
Attorneys for Claimants
1000 Liberty Building
Buffalo, New York 14202
(716) 852-5533
tmc@connorsllp.com
cme@connorsllp.com

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:
CITY OF NIAGARA FALLS)

NARESH RAMANLAL SHAH, being duly sworn, deposes and says that he is a Claimant in the within action, that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.



Naresh Ramanlal Shah

Sworn to before me this
1 day of September, 2023.



Notary Public

CHRISTINA M. EATON
No. 02EA8416323
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/12/2025

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.
CITY OF NIAGARA FALLS)

SHARMISTHA NARESHKUMAR SHAH, being duly sworn, deposes and says that she is a Claimant in the within action, that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.

S. m. Shah
Sharmistha Nareshkumar Shah

Sworn to before me this
1 day of September, 2023.


Notary Public

CHRISTINA M. EATON
No. 02EAS418323
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/12/2025

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

CHRISTINE THOMAS,

Claimant,

NOTICE OF CLAIM FOR
PERSONAL INJURIES

-vs-

THE CITY OF LOCKPORT,
THE COUNTY OF NIAGARA,
NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and
NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Respondents.

TO: Laura Miskell Benedict
City of Lockport Corporation Counsel
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

Niagara County Industrial Development Agency
Niagara County Department of Economic Development
6311 Inducon Corporate Drive
Sanborn, New York 14132

hand delivered
RECEIVED

SEP 06 2023

CITY CLERK OFFICE

PLEASE TAKE NOTICE that Claimant, CHRISTINE THOMAS, gives Notice of Claim against the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (hereinafter collectively referred to as "Respondents"), and their agents, employees, and others for whom the Respondents are vicariously and/or contractually liable, for the injuries, damages, conscious pain and suffering, pre-impact terror, and negligent infliction of emotional distress suffered by the Claimant as the result of an incident that occurred on June 12, 2023 at the Lockport Cave and Underground Boat Ride, located at 5 Gooding Street in the City of Lockport, County of Niagara, State of New York ("Lockport Cave and Underground Boat Ride").

In support of this Notice of Claim, the Claimant states the following:

1. The post office address of Claimant CHRISTINE THOMAS is 2772 Lower Mountain Road, Ransomville, New York 14131.
2. The attorneys for the Claimant are FANIZZI & BARR, P.C. (Paul K. Barr, Esq. of counsel), 7311 Niagara Falls Boulevard, Niagara Falls, New York 14304, telephone number (716) 284-8888; and CONNORS LLP (Terrence M. Connors, Esq. and Christina M. Eaton, Esq. of counsel), 1000 Liberty Building, 424 Main Street, Buffalo, New York 14202, (716) 852-5533.

3. Unless otherwise indicated, the facts set forth in this Notice of Claim are set forth upon information and belief, the sources of which include an investigation into this matter, interviews with witnesses, and a review of documents related to this claim.

4. This claim arises out of an incident that occurred on June 12, 2023, during a boat tour taking place in the underground caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride.

5. This claim is for the personal injuries, conscious pain and suffering, and negligent infliction of emotional distress suffered by Claimant, CHRISTINE THOMAS, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees.

6. At the time of the subject incident, Claimant, CHRISTINE THOMAS, was working as a tour guide for Destination Niagara USA.

7. On June 12, 2023 at or around 11:20 a.m., during the underground boat ride portion of the tour through the underground caves, tunnels, caverns, and/or waterways located at the Lockport Cave and Underground Boat Ride, a boat carrying Claimant, CHRISTINE THOMAS, capsized, causing its passengers, including CHRISTINE THOMAS to fall into the water.

8. The passengers, including Claimant, CHRISTINE THOMAS, were trapped in the cold, deep, murky water in a pitch-dark, unreasonably narrow, underground tunnel behind one or more locked gates, with no ledge, handrails, or

anything else to hang onto and no life vests, life preservers, or any other safety and/or rescue devices available for them to pull themselves out of the water, for nearly one hour before rescue personnel arrived.

9. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, maintained and/or shared responsibility for inspecting, maintaining, monitoring, supervising, and/or overseeing the premises at the Lockport Cave and Underground Boat Ride, including all caves, tunnels, walkways, caverns, and or waterways, as well as the boats and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride through the underground caves, caverns, tunnels, and/or waterways.

10. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee and/or supervise the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, as well as the boats, crafts, and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride, to ensure that the premises were maintained in a reasonably safe condition and to ensure the safety and well-being of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride.

11. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee, and/or supervise the activities taking place at the Lockport Cave and Underground Boat Ride, including, but not limited to, transport of patrons by boat, craft, vessel, and/or by other means through the caves, tunnels, walkways, caverns, and/or waterways of the Lockport Cave and Underground Boat Ride, to ensure that no unreasonably dangerous activities were being conducted and to ensure the safety and well-being of patrons occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride.

12. Respondents breached their respective duties by, among other things, failing to ensure that the premises at the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, were maintained in a reasonably safe condition; failing to inspect, maintain, oversee, monitor, and/or supervise the premises, including all caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride; failing to inspect, maintain, oversee, monitor, and/or supervise the activities at the Lockport Cave and Underground Boat Ride; failing to ensure the safety and well-being of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride; causing and/or permitting unreasonably dangerous conditions at the Lockport Cave and Underground Boat Ride; advertising, promoting, and/or marketing the Lockport

Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride; and causing and/or permitting unreasonably dangerous activities to occur at the Lockport Cave and Underground Boat Ride.

13. Respondents had actual and constructive notice of the aforesaid unreasonably dangerous conditions and activities at the Lockport Cave and Underground Boat Ride by virtue of, among other things, a nearly identical incident occurring in 2015, where a boat operated by the Lockport Cave and Underground Boat Ride capsized causing the passengers to fall into the water. Upon information and belief, Respondents failed to investigate the incident or take any action to prevent this type of incident from recurring.

14. As a direct result of the foregoing, Claimant, CHRISTINE THOMAS, was trapped, shivering in the cold murky water for nearly one hour, with other passengers climbing over and holding her beneath the surface of the water as they attempted to climb on top of the boat in an effort to escape, causing water to fill her lungs and was caused to suffer severe, serious, and permanent physical injuries, psychological, and/or emotional injuries, conscious pain and suffering, and fear of impending death.

15. As a direct result of the foregoing, Claimant, CHRISTINE THOMAS, was caused to suffer economic damages including, but not limited to, medical expenses and lost wages.

16. As a direct result of the foregoing, Claimant, CHRISTINE THOMAS, was physically endangered and caused to fear for her safety and well being, causing her to suffer severe and permanent psychological injuries and emotional distress.

17. Upon information and belief, the June 12, 2023 incident, and the damages sustained by Claimant as a result thereof, were directly caused by the negligence, recklessness, and carelessness of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, including, but not limited to, the following:

- a. negligently failing to reasonably inspect the premises at the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, tunnels, walkways, and waterways;
- b. negligently failing to reasonably inspect, monitor, and/or maintain the boats and/or vessels used to carry and/or transport passengers through the underground caves, caverns, and waterways at the Lockport Cave and Underground Boat Ride;
- c. negligently failing to enforce building and/or safety codes rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, life jackets, life preservers, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits, safety and evacuation plans, and first responder/emergency personnel access;

- d. negligently approving and/or failing to prevent and/or remedy dangerous conditions in obvious violation of building and/or safety codes, rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- e. negligently failing to require compliance with building and/or safety codes, rules, and/or regulations, including, but not limited to, requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- f. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating notwithstanding its noncompliance with building and/or safety codes, rules, and/or regulations;
- g. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating without required and appropriate permits, inspections, and/or safety measures;
- h. negligently causing and permitting unreasonably dangerous conditions to exist and continue at the Lockport Cave and Underground Boat Ride;
- i. negligently causing and permitting unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride;
- j. negligently failing to supervise and/or monitor the Lockport Cave and Underground Boat Ride;

- k. negligently failing to ensure that the Lockport Cave and Underground Boat Ride employed sufficient and adequate on-site personnel, including personnel trained in safety, first aid, and/or rescue procedures, to ensure the safety of its patrons;
- l. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride were up to date on inspections, maintenance, and/or repairs;
- m. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety measures, including but not limited to, life vests and/or floatation devices;
- n. negligently failing to monitor, supervise, and/or inspect the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride.
- o. negligently failing to limit the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride to what was reasonable and safe under the circumstances;
- p. negligently failing to ensure ingress/egress of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, tunnels, walkways, caverns, and/or waterways;
- q. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate policies and procedures to ensure the safety and well-being of its patrons occupants, users, riders, and/or other visitors;

- r. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety and first aid trainings for its agents, contractors, servants, and/or employees;
- s. negligently advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; and
- t. negligently advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride.

18. As a direct result of the acts and/or omissions described above, Claimant, CHRISTINE THOMAS, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending impact and death, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimant will seek all damages available at law.

19. The full extent and amount of damages have not yet been determined but include and shall not be limited to all past, present, and future damages incurred for the following:

- a. Pain and suffering;
- b. Negligent infliction of emotional distress;
- c. Personal injuries;
- d. Medical Expenses;
- e. Lost wages;

f. Other special and general damages as they manifest themselves subsequent to the date of this notice.

20. The incident alleged herein was the direct result of the negligence, carelessness, recklessness, and/or other culpable conduct of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees and others for whom the Respondents are vicariously and/or contractually liable, without any negligence on the part of the Claimant.

WHEREFORE, the Claimant, CHRISTINE THOMAS, respectfully requests that this claim be allowed and paid by the Respondents, the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT. You are hereby notified that unless it is adjusted and paid within 30 days of the date of presentation to you the Claimant intends to commence an action on this matter.

DATED: Buffalo, New York
September 15, 2023



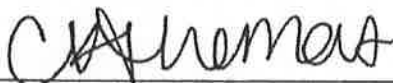
Paul K. Barr, Esq.
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Christina M. Eaton, Esq.,
CONNORS LLP
Attorneys for Claimant
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tmc@connorsllp.com
cme@connorsllp.com

VERIFICATION

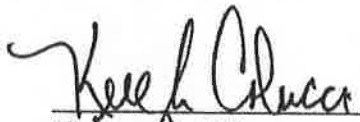
STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:
VILLAGE OF RANSOMVILLE)

CHRISTINE THOMAS, being duly sworn, deposes and says that she is a claimant in the within action, that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.



Christine Thomas

Sworn to before me this
1st day of September, 2023.



Notary Public

Kelly L. Colucci
Commissioner of Deeds, City of Niagara Falls
Cert. Filed in Niagara County
Commission Expires on 12-31, 2022

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

COLLEEN GRAY,

Claimant,

NOTICE OF CLAIM FOR
PERSONAL INJURIES

-vs-

THE CITY OF LOCKPORT,
THE COUNTY OF NIAGARA,
NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and
NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Respondents.

TO: Laura Miskell Benedict
City of Lockport Corporation Counsel
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

Niagara County Industrial Development Agency
Niagara County Department of Economic Development
6311 Inducon Corporate Drive
Sanborn, New York 14132

hand delivered
RECEIVED

SEP 06 2023

CITY CLERK OFFICE

PLEASE TAKE NOTICE that Claimant, COLLEEN GRAY, gives Notice of Claim against the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (hereinafter collectively referred to as "Respondents"), and their agents, employees, and others for whom the Respondents are vicariously and/or contractually liable, for the injuries, damages, conscious pain and suffering, pre-impact terror, and negligent infliction of emotional distress suffered by the Claimants as the result of an incident that occurred on June 12, 2023 at the Lockport Cave and Underground Boat Ride, located at 5 Gooding Street in the City of Lockport, County of Niagara, State of New York ("Lockport Cave and Underground Boat Ride").

In support of this Notice of Claim, the Claimant states the following:

1. The post office address of Claimant COLLEEN GRAY is 285 Crestmount Avenue, Tonawanda, New York 14150.
2. The attorneys for the Claimant are FANIZZI & BARR, P.C. (Paul K. Barr, Esq. of counsel), 7311 Niagara Falls Boulevard, Niagara Falls, New York 14304, telephone number (716) 284-8888; and CONNORS LLP (Terrence M. Connors, Esq. and Christina M. Eaton, Esq. of counsel), 1000 Liberty Building, 424 Main Street, Buffalo, New York 14202, (716) 852-5533.

3. Unless otherwise indicated, the facts set forth in this Notice of Claim are set forth upon information and belief, the sources of which include an investigation into this matter, interviews with witnesses, and a review of documents related to this claim.

4. This claim arises out of an incident that occurred on June 12, 2023, during a boat tour taking place in the underground caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride.

5. This claim is for the personal injuries, conscious pain and suffering, and negligent infliction of emotional distress suffered by Claimant, COLLEEN GRAY, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees.

6. At the time of the subject incident, Claimant, COLLEEN GRAY, was lawfully on the premises of the Lockport Cave and Underground Boat ride while working as a tour guide for Destination Niagara USA.

7. On June 12, 2023 at or around 11:20 a.m., during the underground boat ride portion of the tour through the underground caves, tunnels, caverns, and/or waterways located at the Lockport Cave and Underground Boat Ride, a boat carrying Claimant, COLLEEN GRAY, capsized, causing its passengers, including COLLEEN GRAY to fall into the water and causing Claimant, COLLEEN GRAY, to strike her head and face before entering the water.

8. The passengers, including Claimant, COLLEEN GRAY, were trapped in the cold, deep, murky water in a pitch-dark, unreasonably narrow, underground tunnel behind one or more locked gates, with no ledge, handrails, or anything else to hang onto and no life vests, life preservers, or any other safety and/or rescue devices available for them to pull themselves out of the water, for nearly one hour before rescue personnel arrived.

9. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, maintained and/or shared responsibility for inspecting, maintaining, monitoring, supervising, and/or overseeing the premises at the Lockport Cave and Underground Boat Ride, including all caves, tunnels, walkways, caverns, and or waterways, as well as the boats and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride through the underground caves, caverns, tunnels, and/or waterways.

10. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee and/or supervise the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, as well as the boats, crafts, and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride, to ensure that the premises were maintained in a reasonably safe condition and to ensure the safety and well-being of

patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride.

11. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee, and/or supervise the activities taking place at the Lockport Cave and Underground Boat Ride, including, but not limited to, transport of patrons by boat, craft, vessel, and/or by other means through the caves, tunnels, walkways, caverns, and/or waterways of the Lockport Cave and Underground Boat Ride, to ensure that no unreasonably dangerous activities were being conducted and to ensure the safety and well-being of patrons occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride.

12. Respondents breached their respective duties by, among other things, failing to ensure that the premises at the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, were maintained in a reasonably safe condition; failing to inspect, maintain, oversee, monitor, and/or supervise the premises, including all caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride; failing to inspect, maintain, oversee, monitor, and/or supervise the activities at the Lockport Cave and Underground Boat Ride; failing to ensure the safety and well-being of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride; causing and/or

permitting unreasonably dangerous conditions at the Lockport Cave and Underground Boat Ride; advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride; and causing and/or permitting unreasonably dangerous activities to occur at the Lockport Cave and Underground Boat Ride.

13. Respondents had actual and constructive notice of the aforesaid unreasonably dangerous conditions and activities at the Lockport Cave and Underground Boat Ride by virtue of, among other things, a nearly identical incident occurring in 2015, where a boat operated by the Lockport Cave and Underground Boat Ride capsized causing the passengers to fall into the water. Upon information and belief, Respondents failed to investigate the incident or take any action to prevent this type of incident from recurring.

14. As a direct result of the foregoing, Claimant, COLLEEN GRAY, was trapped, shivering in the cold murky water for nearly one hour, with other passengers climbing over and holding her beneath the surface of the water as they attempted to climb on top of the boat in an effort to escape causing her to inhale water into her lungs, and was caused to suffer severe, serious, and permanent physical injuries (including, but not limited to, aspiration pneumonia and injuries to

her head, face, ribs, arm, and knees), psychological, and/or emotional injuries, conscious pain and suffering, and fear of impending death.

15. As a direct result of the foregoing, Claimant, COLLEEN GRAY, was caused to suffer economic damages including, but not limited to, medical expenses and lost wages.

16. As a direct result of the foregoing, Claimant, COLLEEN GRAY, was physically endangered and caused to fear for her safety and well being, causing her to suffer severe and permanent psychological injuries and emotional distress.

17. Upon information and belief, the June 12, 2023 incident, and the damages sustained by Claimants as a result thereof, were directly caused by the negligence, recklessness, and carelessness of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, including, but not limited to, the following:

- a. negligently failing to reasonably inspect the premises at the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, tunnels, walkways, and waterways;
- b. negligently failing to reasonably inspect, monitor, and/or maintain the boats and/or vessels used to carry and/or transport passengers through the underground caves, caverns, and waterways at the Lockport Cave and Underground Boat Ride;
- c. negligently failing to enforce building and/or safety codes rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, life jackets, life preservers, safety rope lines, life hooks, emergency workable radios,

safety ring buoys, first aid kits, safety and evacuation plans, and first responder/emergency personnel access;

- d. negligently approving and/or failing to prevent and/or remedy dangerous conditions in obvious violation of building and/or safety codes, rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- e. negligently failing to require compliance with building and/or safety codes, rules, and/or regulations, including, but not limited to, requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- f. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating notwithstanding its noncompliance with building and/or safety codes, rules, and/or regulations;
- g. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating without required and appropriate permits, inspections, and/or safety measures;
- h. negligently causing and permitting unreasonably dangerous conditions to exist and continue at the Lockport Cave and Underground Boat Ride;
- i. negligently causing and permitting unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride;

- j. negligently failing to supervise and/or monitor the Lockport Cave and Underground Boat Ride;
- k. negligently failing to ensure that the Lockport Cave and Underground Boat Ride employed sufficient and adequate on-site personnel, including personnel trained in safety, first aid, and/or rescue procedures, to ensure the safety of its patrons;
- l. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride were up to date on inspections, maintenance, and/or repairs;
- m. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety measures, including but not limited to, life vests and/or floatation devices;
- n. negligently failing to monitor, supervise, and/or inspect the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride.
- o. negligently failing to limit the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride to what was reasonable and safe under the circumstances;
- p. negligently failing to ensure ingress/egress of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, tunnels, walkways, caverns, and/or waterways;
- q. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate policies and procedures to ensure the safety and well-being of its patrons occupants, users, riders, and/or other visitors;

- r. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety and first aid trainings for its agents, contractors, servants, and/or employees;
- s. negligently advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; and
- t. negligently advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride.

18. As a direct result of the acts and/or omissions described above, Claimant, COLLEEN GRAY, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending impact and death, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimant will seek all damages available at law.

19. The full extent and amount of damages have not yet been determined but include and shall not be limited to all past, present, and future damages incurred for the following:

- a. Pain and suffering;
- b. Negligent infliction of emotional distress;
- c. Personal injuries;
- d. Medical Expenses;
- e. Lost wages;

- f. Other special and general damages as they manifest themselves subsequent to the date of this notice.

20. The incident alleged herein was the direct result of the negligence, carelessness, recklessness, and/or other culpable conduct of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees and others for whom the Respondents are vicariously and/or contractually liable, without any negligence on the part of the Claimant.

WHEREFORE, the Claimant, COLLEEN GRAY, respectfully requests that this claim be allowed and paid by the Respondents, the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT. You are hereby notified that unless it is adjusted and paid within 30 days of the date of presentation to you, the Claimant intends to commence an action on this matter.

DATED: Buffalo, New York
September 1st, 2023



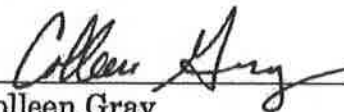
Paul K. Barr, Esq.
FANIZZI & BARR, P.C.
Attorneys for Claimant
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Niagara Falls, New York 14304
(716) 284-8888
pbarr@fanizzilandBarr.com

Terrence M. Connors, Esq.,
Christina M. Eaton, Esq.,
CONNORS LLP
Attorneys for Claimant
1000 Liberty Building
Buffalo, New York 14202
(716) 852-5533
tmc@connorsllp.com
cme@connorsllp.com


VERIFICATION

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:
TOWN OF TONAWANDA)

COLLEEN GRAY, being duly sworn, deposes and says that she is a claimant in the within action, that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.


Colleen Gray

Sworn to before me this
1st day of September, 2023.


Notary Public

Kelly L. Colucci
Commissioner of Deeds, City of Niagara Falls
Cert. Filed in Niagara County
Commission Expires on 12-31, 2023

STATE OF NEW YORK
SUPREME COURT : COUNTY OF NIAGARA

NINA BRIGLIO,

Claimant,

NOTICE OF CLAIM FOR
PERSONAL INJURIES

-vs-

THE CITY OF LOCKPORT,
THE COUNTY OF NIAGARA,
NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and
NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Respondents.

TO: Laura Miskell Benedict
City of Lockport Corporation Counsel
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Claude A. Joerg
Niagara County Attorney
175 Hawley Street
Lockport, New York 14094

Niagara County Industrial Development Agency
Niagara County Department of Economic Development
6311 Inducon Corporate Drive
Sanborn, New York 14132

hand delivered
RECEIVED

SEP 06 2023

CITY CLERK OFFICE

PLEASE TAKE NOTICE that Claimant, NINA BRIGLIO, gives Notice of Claim against the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT (hereinafter collectively referred to as "Respondents"), and their agents, employees, and others for whom the Respondents are vicariously and/or contractually liable, for the injuries, damages, conscious pain and suffering, pre-impact terror, and negligent infliction of emotional distress suffered by the Claimant as the result of an incident that occurred on June 12, 2023 at the Lockport Cave and Underground Boat Ride, located at 5 Gooding Street in the City of Lockport, County of Niagara, State of New York ("Lockport Cave and Underground Boat Ride").

In support of this Notice of Claim, the Claimant states the following:

1. The post office address of Claimant NINA BRIGLIO is 904 James Drive, Lewiston, New York 14092.
2. The attorneys for the Claimant are FANIZZI & BARR, P.C. (Paul K. Barr, Esq. of counsel), 7311 Niagara Falls Boulevard, Niagara Falls, New York 14304, telephone number (716) 284-8888; and CONNORS LLP (Terrence M. Connors, Esq. and Christina M. Eaton, Esq. of counsel), 1000 Liberty Building, 424 Main Street, Buffalo, New York 14202, (716) 852-5533.

3. Unless otherwise indicated, the facts set forth in this Notice of Claim are set forth upon information and belief, the sources of which include an investigation into this matter, interviews with witnesses, and a review of documents related to this claim.

4. This claim arises out of an incident that occurred on June 12, 2023, during a boat tour taking place in the underground caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride.

5. This claim is for the personal injuries, conscious pain and suffering, and negligent infliction of emotional distress suffered by Claimant, NINA BRIGLIO, arising out of the June 12, 2023 incident, which occurred as a result of the acts, omissions, and negligence of the Respondents and/or their agents, subsidiaries, associates, contractors, servants, and/or employees.

6. At the time of the subject incident, Claimant, NINA BRIGLIO, was working as a tour guide for Destination Niagara USA.

7. On June 12, 2023 at or around 11:20 a.m., during the underground boat ride portion of the tour through the underground caves, tunnels, caverns, and/or waterways located at the Lockport Cave and Underground Boat Ride, a boat carrying Claimant, NINA BRIGLIO, capsized, causing its passengers, including NINA BRIGLIO to fall into the water and causing Claimant, NINA BRIGLIO, TO strike her head before entering the water.

8. The passengers, including Claimant, NINA BRIGLIO, were trapped in the cold, deep, murky water in a pitch-dark, unreasonably narrow, underground

tunnel behind one or more locked gates, with no ledge, handrails, or anything else to hang onto and no life vests, life preservers, or any other safety and/or rescue devices available for them to pull themselves out of the water, for nearly one hour before rescue personnel arrived.

9. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, maintained and/or shared responsibility for inspecting, maintaining, monitoring, supervising, and/or overseeing the premises at the Lockport Cave and Underground Boat Ride, including all caves, tunnels, walkways, caverns, and or waterways, as well as the boats and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride through the underground caves, caverns, tunnels, and/or waterways.

10. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee and/or supervise the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, as well as the boats, crafts, and/or vessels used to transport patrons of the Lockport Cave and Underground Boat Ride, to ensure that the premises were maintained in a reasonably safe condition and to ensure the safety and well-being of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride.

11. Upon information and belief, at all times herein mentioned, the Respondents, and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, owed and/or shared a duty to inspect, maintain, monitor, oversee, and/or supervise the activities taking place at the Lockport Cave and Underground Boat Ride, including, but not limited to, transport of patrons by boat, craft, vessel, and/or by other means through the caves, tunnels, walkways, caverns, and/or waterways of the Lockport Cave and Underground Boat Ride, to ensure that no unreasonably dangerous activities were being conducted and to ensure the safety and well-being of patrons occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride.

12. Respondents breached their respective duties by, among other things, failing to ensure that the premises at the Lockport Cave and Underground Boat Ride, including, but not limited to, all caves, tunnels, walkways, caverns, and/or waterways, were maintained in a reasonably safe condition; failing to inspect, maintain, oversee, monitor, and/or supervise the premises, including all caves, tunnels, walkways, caverns, and/or waterways at the Lockport Cave and Underground Boat Ride; failing to inspect, maintain, oversee, monitor, and/or supervise the activities at the Lockport Cave and Underground Boat Ride; failing to ensure the safety and well-being of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride; causing and/or permitting unreasonably dangerous conditions at the Lockport Cave and Underground Boat Ride; advertising, promoting, and/or marketing the Lockport

Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride; and causing and/or permitting unreasonably dangerous activities to occur at the Lockport Cave and Underground Boat Ride.

13. Respondents had actual and constructive notice of the aforesaid unreasonably dangerous conditions and activities at the Lockport Cave and Underground Boat Ride by virtue of, among other things, a nearly identical incident occurring in 2015, where a boat operated by the Lockport Cave and Underground Boat Ride capsized causing the passengers to fall into the water. Upon information and belief, Respondents failed to investigate the incident or take any action to prevent this type of incident from recurring.

14. As a direct result of the foregoing, Claimant, NINA BRIGLIO, was trapped, shivering in the cold murky water for nearly one hour, with the walls of the cave crumbling in her hands as she tried to escape and other passengers climbing over and holding her beneath the surface of the water as they attempted to climb on top of the boat in an effort to escape, and was caused to suffer severe, serious, and permanent physical injuries (including, but not limited to, injury to her neck, shoulders, back, and head), psychological, and/or emotional injuries, conscious pain and suffering, and fear of impending death.

15. As a direct result of the foregoing, Claimant, NINA BRIGLIO, was caused to suffer economic damages including, but not limited to, medical expenses and lost wages.

16. As a direct result of the foregoing, Claimant, NINA BRIGLIO, was physically endangered and caused to fear for her safety and well being, causing her to suffer severe and permanent psychological injuries and emotional distress.

17. Upon information and belief, the June 12, 2023 incident, and the damages sustained by Claimant as a result thereof, were directly caused by the negligence, recklessness, and carelessness of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees, including, but not limited to, the following:

- a. negligently failing to reasonably inspect the premises at the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, caverns, tunnels, walkways, and waterways;
- b. negligently failing to reasonably inspect, monitor, and/or maintain the boats and/or vessels used to carry and/or transport passengers through the underground caves, caverns, and waterways at the Lockport Cave and Underground Boat Ride;
- c. negligently failing to enforce building and/or safety codes rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, life jackets, life preservers, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits, safety and evacuation plans, and first responder/emergency personnel access;

- d. negligently approving and/or failing to prevent and/or remedy dangerous conditions in obvious violation of building and/or safety codes, rules, and/or regulations, including but not limited to requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- e. negligently failing to require compliance with building and/or safety codes, rules, and/or regulations, including, but not limited to, requirements regarding exits, lighting, electrical wiring and electricity, handrails, safety rope lines, life hooks, emergency workable radios, safety ring buoys, first aid kits safety and evacuation plans, and first responder/emergency personnel access;
- f. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating notwithstanding its noncompliance with building and/or safety codes, rules, and/or regulations;
- g. negligently causing and permitting the Lockport Cave and Underground Boat Ride to operate and continue operating without required and appropriate permits, inspections, and/or safety measures;
- h. negligently causing and permitting unreasonably dangerous conditions to exist and continue at the Lockport Cave and Underground Boat Ride;
- i. negligently causing and permitting unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride;
- j. negligently failing to supervise and/or monitor the Lockport Cave and Underground Boat Ride;
- k. negligently failing to ensure that the Lockport Cave and Underground Boat Ride employed sufficient and adequate on-site personnel,

including personnel trained in safety, first aid, and/or rescue procedures, to ensure the safety of its patrons;

- l. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride were up to date on inspections, maintenance, and/or repairs;
- m. negligently failing to ensure that the boats and/or vessels used to transport passengers during the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety measures, including but not limited to, life vests and/or floatation devices;
- n. negligently failing to monitor, supervise, and/or inspect the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride.
- o. negligently failing to limit the number of patrons at a time permitted to be on the boat during the underground boat ride portion of the Lockport Cave and Underground Boat Ride to what was reasonable and safe under the circumstances;
- p. negligently failing to ensure ingress/egress of patrons, occupants, users, riders, and/or other visitors of the Lockport Cave and Underground Boat Ride, including but not limited to the underground caves, tunnels, walkways, caverns, and/or waterways;
- q. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate policies and procedures to ensure the safety and well-being of its patrons occupants, users, riders, and/or other visitors;

- r. negligently failing to ensure that the Lockport Cave and Underground Boat Ride implemented reasonable and adequate safety and first aid trainings for its agents, contractors, servants, and/or employees;
- s. negligently advertising, promoting, and/or marketing the Lockport Cave and Underground Boat Ride notwithstanding that the premises, including but not limited to the caves, tunnels, walkways, caverns, and waterways were not maintained in a reasonably safe condition; and
- t. negligently advertising, promoting, and/or marketing unreasonably dangerous activities at the Lockport Cave and Underground Boat Ride.

18. As a direct result of the acts and/or omissions described above, Claimant, NINA BRIGLIO, suffered serious and permanent physical, psychological, and emotional injuries, fear of impending impact and death, conscious pain and suffering, negligent infliction of emotional distress, and other serious, severe, and extensive injuries, and Claimant will seek all damages available at law.

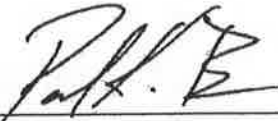
19. The full extent and amount of damages have not yet been determined but include and shall not be limited to all past, present, and future damages incurred for the following:

- a. Pain and suffering;
- b. Negligent infliction of emotional distress;
- c. Personal injuries;
- d. Medical Expenses;
- e. Lost wages;
- f. Other special and general damages as they manifest themselves subsequent to the date of this notice.

20. The incident alleged herein was the direct result of the negligence, carelessness, recklessness, and other culpable conduct of the Respondents and/or Respondents' agents, subsidiaries, associates, contractors, servants, and/or employees and others for whom the Respondents are vicariously and/or contractually liable, without any negligence on the part of the Claimant.

WHEREFORE, the Claimant, NINA BRIGLIO, respectfully requests that this claim be allowed and paid by the Respondents, the CITY OF LOCKPORT, COUNTY OF NIAGARA, NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, and NIAGARA COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT. You are hereby notified that unless it is adjusted and paid within 30 days of the date of presentation to you, the Claimant intends to commence an action on this matter.

DATED: Buffalo, New York
September 15, 2023



Paul K. Barr, Esq.
FANIZZI & BARR, P.C.
Attorneys for Claimant
7311 Niagara Falls Boulevard
Niagara Falls, New York 14304
(716) 284-8888
pbarr@fanizziandBarr.com

Terrence M. Connors, Esq.,
Christina M. Eaton, Esq.,
CONNORS LLP
Attorneys for Claimant
1000 Liberty Building
Buffalo, New York 14202
(716) 852-5533
tmc@connorsllp.com
cme@connorsllp.com

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NIAGARA) SS.:
VILLAGE OF LEWISTON)

NINA BRIGLIO, being duly sworn, deposes and says that she is a claimant in the within action, that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters the deponent believes them to be true.


Nina Briglio

Sworn to before me this
1st day of September, 2023.


Notary Public

Kelly L. Colucci
Commissioner of Deeds, City of Niagara Falls
Cert. Filed in Niagara County
Commission Expires on 12-31, 2023

Employee Anniversary Report

September

Employee	Primary Department	Date	Years
1089 Haley, Robert A	Fire Department	09/27/1999	24
1104 Lucinski, Kevin S	Police Department	09/11/2006	17
1051 Rubert, Nicholas D <i>Streets Crew Leader</i>	Public Works	09/02/2008	15
1059 Cercione, Anthony J	Public Works	09/01/2017	6
1180 Ellis, Elizabeth R <i>WWTP Operator</i>	Waste Water Department	09/11/2018	5
1306 LaRoach, Coulton N	Building Maintenance	09/03/2019	4
1305 Qualiana, Gregory W	Building Maintenance	09/03/2019	4
1456 Jarmusz, Ashlene P	Police Department	09/07/2021	2
1457 Maio, Max A	Police Department	09/07/2021	2
1458 Terrana, Nicole M	Police Department	09/13/2021	2
1506 Lanzo, Sarah K	City Clerk's Office	09/30/2022	1
Total Employees 11			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2023

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

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

PRODUCER Pavese - McCormick Agency 3759 U.S. Highway 1 South Suite 200 Monmouth Junction NJ 08852		CONTACT NAME: Patti Wingen PHONE (A/C, No, Ext): (732) 247-9800 FAX (A/C, No): (732) 422-0700 E-MAIL ADDRESS: pattiw@pavesemccormick.com															
INSURED Pyramid ETC Companies LLC, DBA: T/A ETC Companies LLC 275 North Franklin Turnpike P.O. Box 369 Ramsey NJ 07446		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : American Alternative Insurance Corporation</td><td>19720</td></tr><tr><td>INSURER B : Selective Fire & Casualty Insurance Company</td><td>14377</td></tr><tr><td>INSURER C : Berkley National Insurance Company</td><td>38911</td></tr><tr><td>INSURER D : Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER E : Travelers Casualty & Surety</td><td>19038</td></tr><tr><td>INSURER F : Evanston Insurance Company</td><td>35378</td></tr></tbody></table>		INSURER	NAIC #	INSURER A : American Alternative Insurance Corporation	19720	INSURER B : Selective Fire & Casualty Insurance Company	14377	INSURER C : Berkley National Insurance Company	38911	INSURER D : Twin City Fire Insurance Company	29459	INSURER E : Travelers Casualty & Surety	19038	INSURER F : Evanston Insurance Company	35378
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COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		88A2GL0004487	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		S 2310017	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		MKC11100105	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	13WEAAM3WTM	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Excess Liability			93A2FF1000053	07/01/2023	07/01/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Lockport
One Locks Plaza

Lockport

NY 14094

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

AUTHORIZED REPRESENTATIVE

Patti Wingen



CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

PYRAMID ETC COMPANIES LLC
275 N FRANKLIN TPKE
RAMSEY, NJ 07446

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

(201)327-1919

1c. Federal Employer Identification Number of Insured or Social Security Number

200072875

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

City of Lockport
One Locks Plaza
Lockport, NY 14094

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed in Box 1a

LN645245002

3c. Policy effective period

01-01-2023 to 12-31-2023

4. Policy provides the following benefits:

- ☒ A. Both disability and Paid Family Leave benefits.
☐ B. Disability benefits only.
☐ C. Paid Family Leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 08-10-2023

By

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO - ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

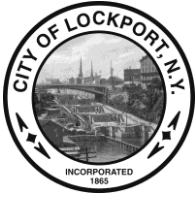
Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CITY OF LOCKPORT

One Locks Plaza
Lockport, New York 14094
(716) 439-6631
E-mail: trusso@lockportny.gov

TIM RUSSO
Director of Finance

REQUESTS FOR PROPOSALS

The City of Lockport is requesting sealed proposals for

Lockport Fire Department – Medix RP-90 Ambulance

Notice is hereby given that sealed proposals will be received and considered by the City of Lockport up to 2 pm on September 7th, 2023 at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094.

Proposers will provide one written quote that contains the total cost of the equipment.

Please contact City Clerk Sarah Lanzo at 716-439-6776 or city.clerk@lockportny.gov with any questions.

The City of Lockport, NY reserves the right to reject any or all proposal, to consider the reputation and experience of the Proposal in making its selection; to waive any informalities or minor deviations from the proposal form, and to award work to other than the lowest quote, if good and sufficient reasons, it is considered in the best interest of the City of Lockport to do so. The City will not reimburse any costs associated with the preparation of RFP(s).

Publish Date: August 24, 2023

Introduction:

The City of Lockport is seeking proposals from qualified suppliers to provide an emergency medical services vehicle as per the specifications detailed below. The purpose of this RFP is to identify a supplier that can meet our requirements and provide a Metro Express RP-90 ES Type III ambulance based on a Chevy/GMC 3500 Cutaway chassis.

Vehicle Specifications:

Chassis Model: Chevy/GMC 3500 Cutaway
Engine: 6.6L DI Gasoline
Wheelbase: 139 inches
Gross Vehicle Weight Rating (GVWR): 12,300 lbs
Interior Dimensions: 146" Length x 90" Width x 68" Interior Headroom
Pass-through configuration
Cabinets: Laminated Wood, Laminate Color: Grey
Upholstery Color: To be specified
Cabin Color: Ash Grey, Brand: EVS
Flooring: Lonsel - Lonspeck Topseal Twilight Zone SX111

Proposal Includes:

- NYS inspection
- Pre-delivery inspection
- Supply and installation of Vanner 1000watt inverter with charger
- Supply and installation of four (4) Whelen 900 series LED side scene lights
- Supply and installation of adjustable H/M-cylinder oxygen tank bracket
- Supply and installation of Bilstein 24-187435 front shocks
- Install exterior block-off plate over entire front wall cabinet
- Installation of customer supplied Stryker Power Load system
- Detail
- Delivery to the City of Lockport Fire Department

Vendors may elect to discuss with City officials to determine greater specifics as required. If desired, please contact Fire Chief Luca Quagliano at lquagliano@lockportny.gov or 716-439-6611. Further specifications to be made with Fire Chief may be required to furnish quote.

Selection Process

It is intended that the Council will be voting on this bid on September 13, 2023. City Officials and Council may award contract, however please note that this RFP does not obligate the City to select a bidder or accept a bid at this time or any time in the future. The City can at its sole discretion revise the requirement, scope, and selections process for this RFP at any time.

691 Bullis Road
Elma, NY 14059-9669
www.gormanent.com



Tel (716) 675-3859
NY (800) 652-8577
Fax (716) 675-1861

AGREEMENT OF SALE FOR AMBULANCE – TAG-ON CONTRACT

THIS AGREEMENT is made between Gorman Emergency Vehicles, of Six Hundred Ninety One Bullis Rd, Elma, New York, ("Company") and the ("Purchaser"):

City of Lockport Fire Department
1 Locks Plaza
Lockport, NY 14094

FOR THE PURCHASE OF ONE: Medix RP-90 Ambulance – 2023 Chevrolet G3500 Gas – Per proposal dated 8/18/23. Tag-on to attached City of Lockport contract dated 8/23/23 for NYS OGS Vehicle Marketplace Mini-Bid #13448

1. **ACCEPTANCE:** Company agrees to sell and Buyer agrees to purchase the Ambulance described in the Company's specifications, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

2. **DELIVERY SCHEDULE:** The Ambulance shall be ready for delivery F.O.B. at City of Lockport Fire Department, approximately 30 days from receipt of chassis and approved order, subject to extension due to changes made by Buyer.

3. **PRICE:** Buyer shall pay to Company the Purchase Price for the Ambulance the sum of: One Hundred Seventy Two Thousand Five Hundred Seventy U.S. Dollars - \$172,570.00

This purchase price does not include any taxes. Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

4. **TERMS OF PAYMENT:** **\$172,570.00 – DUE AT DELIVERY**

5. **WARRANTY:** Ambulance manufacturer provides a limited warranty in accordance with the warranty terms set forth in the Specifications.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

SEE SEPARATE WARRANTY STATEMENTS FOR COMPLETE INFORMATION

Offering the most complete fire truck and ambulance sales and service in New York State!
A Division of Gorman Enterprises

Complete Service & Parts Support

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES: COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE AMBULANCE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

7. CANCELLATION: This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

8. FORCE MAJEURE: The seller shall not be charged with liquidated damages or any excess cost when delay in delivery of goods is due to:

Any preference or priority of an allocation order duly issued by a government agency.

Unforeseeable cause beyond the control and without the fault, of the ambulance manufacturer, or acts of God or of the public enemy, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and;

Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.

9. TAG-ON CLAUSE: It is the intent of this contract to make available to other New York State ambulance entities, by mutual agreement of the selling "Company", the right to purchase the same or like equipment and or products using the prices quoted in this contract for a period of 3-years from signed contract. The prices are subject to annual manufacturer price increases.

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this _____ day of September, 2023.

By: _____

Title: _____

Of: City of Lockport

Authorized Signature Only: _____

This contract is not a valid and binding obligation until approved, dated and executed by Gorman Emergency Vehicles,

By: William J. Gorman

Title: Sales Manager

Signature: _____

Date: _____



691 Bullis Road
Elma, NY 14059-9669
www.gormanent.com



Tel (716) 675-3859
NY (800) 652-8577
Fax (716) 675-1861

APPARATUS PROPOSAL

DATE: August 18, 2023

FOR: City of Lockport Fire Department

MAILING ADDRESS: 1 Locks Plaza, Lockport, NY 14094

Bidder hereby proposes to manufacture and furnish to Purchaser, subject to Purchaser's acceptance of the Bidder's proposal and the proper execution of the appropriate contract, the following apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via contract or customer purchase order.

Quantity: One (1) Medix RP-90 Ambulance – 2023 Chevrolet G-3500 Gas – Unit #22-90980

For the sum of: One Hundred Seventy Two Thousand Five Hundred Seventy Dollars.

TOTAL: \$172,570.00

Delivery is to be made subject to all clauses of the attached contract, in approximately 21 days from receipt of contract. Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged.

Respectfully submitted by,

William J. Gorman

William J. Gorman
Sales Manager

Offering the most complete fire truck and ambulance sales and service in New York State!
A Division of Gorman Enterprises

PROPOSAL EXPLANATION & OPTIONS

DATE: August 18, 2023

FOR: City of Lockport Fire Department

- **PROPOSAL INCLUDES:**

- Everything in provided work order #22-90980
- NYS inspection
- Pre-delivery inspection
- Supply and installation of Vanner 1000watt inverter with charger
- Supply and installation of four (4) Whelen 900 series LED side scene lights
- Supply and installation of adjustable H/M-cylinder oxygen tank bracket
- Supply and installation of Bilstein 24-187435 front shocks
- Install exterior block-off plate over entire front wall cabinet
- Installation of customer supplied Stryker Power Load system
- Detail
- Delivery to the City of Lockport Fire Department



City of Lockport Fire Department
2023 Ambulance Purchase
Tag-On Contract Change Orders (2023 City of Jamestown awarded NYS OGS bid)

\$217,741.00 City of Jamestown Ambulance Contract

\$1,500.00 Add factory conversion adjustment cost for dealer stock unit
\$500.00 Add increase in transportation costs (from factory to dealership)
(\$26,175.00) Delete Stryker Power Pro XT mid configuration cot
(\$31,945.00) Delete Stryker Power Load System
\$4,000.00 Add discount amount for Stryker package when purchased with ambulance
(\$744.00) Delete high gloss wall laminate upgrade
(\$609.00) Delete Lonplate II flooring upgrade
\$1,188.00 Add power locks on module doors
\$183.00 Add radio coax/power/ground prewire
\$103.00 Add 125v outlet
(\$82.00) Delete 12v outlet
\$60.00 Add upgrade to blue Whelen 900 series warning light
\$171.00 Add oxygen outlet
(\$421.00) Delete CPI OA1201-D-1 D-tank bracket
(\$272.00) Delete difference in custom ALS cabinets
(\$196.00) Delete inventory control tabs
(\$242.00) Delete difference in factory cot mount preparation
\$2,500.00 Add installation of customer supplied Stryker Power Load system
\$2,200.00 Add upgrade to four (4) Whelen 900 series LED scene lights
\$1,425.00 Add Vanner 1000watt inverter with charger
\$860.00 Add exterior block-off plate to entire front wall cabinet
\$275.00 Add upgrade to adjustable H/M-cylinder oxygen tank bracket (labor only)
\$550.00 Add Bilstein 24-187435 front shock absorbers

\$172,570.00 Contract price for the Village of Silver Creek Emergency Rescue Squad 5/11/23



Unit #:
22-90980

DEALER: Gorman Emergency Vehicles
CUSTOMER: DEMO
 Street or P.O. Box: 691 Bullis Road
 City, State, Zip: Elma, NY 14059
 Customer Contact: Bill Gorman
 Customer Email: bjgorman@gormanent.com
 Customer Phone #: 716-435-3720
 Sales Associate: Bill Gorman
 Sales Engineer: Becky Isza
VIN#: To be assigned by MEDIX

Received: 12/9/22
 Sent for Approval: 2/7/23
 Rec'd Approved:
 Scheduled:
 GPC Number:

Form Revised: 8/19/22

Chassis Model Yr		2023		
MEDIX Model		Metro Express RP-90 ES, Type III - Pass through		
CHASSIS		Chevy/GMC 3500 Cutaway, 6.6L DI Gasoline, 139" WB 12,300 GVWR		
BODY		146"L x 90"W x 68" Interior Headroom		
QTY	STD/OPT	Description	Cost Each	Total
		Chassis Model Year Adjustment	TBD	
		-		
	01-	Flooring & Interior Colors		
1	STD	Cabinets: Laminated Wood Laminate Color: Grey		0.00
1	STD	Upholstery: (Specify Color)		0.00
1	STD	Color: Ash Grey Brand: EVS		0.00
1	STD	Flooring: Lonseal - Lonspeck Topseal Twilight Zone SX111		0.00
		-		
	02-	Body & Chassis		
	NOTE Weld Shop	Need to delete the static vent over the side entry door		
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions		0.00
1	STD	Anti-Theft Device: IdleLock Ignition Security System, PN: A-IDLE611 for G-3500/4500 Series Chassis Only. Locate activation button to the right side of the steering wheel.		0.00
1	STD	Camera System: RVS RVS-MV3-IR Surface Mount backup camera with infra-red illuminators and GM adapter harness. NOTE: For GM3500/4500 with OEM back up prewire and monitor system. Locate: Camera mounted off lower RH corner of center rear Amber light; OEM Monitor mounted on cab windshield rear view mirror.		0.00
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.		0.00
1	STD	Pass-Thru Window.		0.00
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).		0.00
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/rubber socket/nylon ball hold-open.		0.00
1	STD	Compartment #2 SS Center: Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open and Seat Belt Strap. Order Gas chassis tub #41-101223		0.00

1	99-0334-C3	Compartment #2: SS rear, Drop Floor, 5" for Stair Chair storage PN: 33-10-5604 NOTE: RP-90ES/ME-150 Type III Chevy Models Only.	271.00	271.00
1	STD	Compartment #3 SS Rear: Smooth Aluminum body, ADP interior door panel, Vertical backboard storage w/2- belts. Door w/2" nylon strap hold-open.		0.00
2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.		0.00
1	STD	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.		0.00
1	200090	Compartment #6: CS rear, spare tire aft of rear wheel well with (1) seat belt strap. Smooth Aluminum with rubberized urethane coating, drop floor for tire with removable cover plate and (1) LED light in ceiling. NOTE: (no drop floor on Type I Chevy due to larger tire). NOTE: RP-90ESES Models Only.	1654.00	1654.00
1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.		0.00
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement		0.00
1	200200A	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module) NOTE: Not for use on MSV-II Mods.	1188.00	1188.00
1	99-0678G	Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille brackets: Chevy G-Series 33-102397) LOCATION: Front Grille Area	90.00	90.00
1	STD	Rear Bumper: ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame		0.00
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench		0.00
1	STD	Mirrors: Velvac, 2020XG for G-series cutaway with 8D8 option, Heated/Remote Deluxe head w/bottom convex, no turns, Black, Kit# 718416		0.00
1	STD	OEM Chrome wheel covers		0.00
4	STD	Stone Guards: lower body corners, ADP		0.00
1	New Bid Option #1309	Stone Guards: ADP, Shaped to cab contour, installed between the corner ADP stone guards and the lower front of the body. PNs: XXX & XXX NOTE: For Chevy G-3500 only	129.00	129.00
1	New Bid Option #1322	Threshold Trim: Stainless steel threshold trim package for RP-90ES modular entry and compartment doors. (Includes Compartment #6) NOTE: RP-90ES & G3500 Gas Only	338.00	338.00
1	STD	Kick Plate, Rear: ADP, below rear doors across to corner posts.		0.00
1	STD	Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.		0.00
1	200277	Chassis: Running Boards, "Starburst" grip punched pattern. NOTE: Type III Models Only.	70.00	70.00
1	STD	Fender Flares: Black rubber		0.00
1	STD	Fuel Fill: Cast aluminum fuel fill bezel.		0.00
1	STD	Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.		0.00

1	STD	Insulation: Spray in place foam applied to curbside entry step well and both rear wheel wells		0.00
1	STD	Undercoating: Per OEM Guidelines		0.00
		-		
	03-	Brake, Turn & Back-Up Lights		
1	STD	Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.		0.00
1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.		0.00
		-		
	04-	Electrical, Power Distribution, Control Center & Interior Lighting		
1	STD	Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet.		0.00
2	STD	Batteries: OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5		0.00
1	STD	Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.		0.00
1	99-0747	Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables. NOTE: Medix to drill hole and complete mount. Terminate coax with standard Power/Ground for each behind driver's seat. LOCATION: Run (1) from above dome #1 to behind driver's seat; Run (1) from above dome #2 to behind driver's seat. Note: Modular Units Only.	174.00	174.00
1	99-1328	Electrical: Antenna, (1) 25' Coax with 3/8" through-hole antenna bases installed/prewired to roof IATS standard coaxial cables; NOTE: Medix to drill hole and complete mount. Install Power/Ground behind driver's seat. LOCATION: Run (1) from above dome #3 to behind drivers seat. NOTE: Modular Unit Only.	183.00	183.00
8	STD	Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA, switched separately with Hi/Lo functions.		0.00
1	99-0550-A	Switching: Timer, Momentary 15-Minute timer switch for patient compartment dome lights. Locate switch in Positron switch panel in standard position on curbside wall. (PNs: MX09150 switch, MX09151 Timer) NOTE: A-Line Models Only	121.00	121.00
1	STD	Action Area Light: Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel		0.00
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall		0.00
1	99-0617	Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS	609.00	609.00
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights		0.00
1	STD	Inverter: Pre-Wire ONLY w/switch on rear panel. Pre-wire located in cabinet below pass-through.		0.00

1	STD	Battery Conditioner: Power Source, 45-Amp, Located in lower aisle-facing bulkhead cabinet.		0.00
1	STD	Breaker Box: 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.		0.00
2	STD	12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet		0.00
2	STD	125 VAC Outlets, Duplex: (1) in Action Area, (1) in ALS Cabinet		0.00
1	400100	Electrical: 125VAC, Duplex Outlet, IATS Specify Location(s): Head of squad bench	103.00	103.00
1	MODIFIED	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), MOD Disconnect (1) Cabinet Light (1) , Spare switches and digital clock w/Mode Buttons. MX01517.		0.00
1	99-0284	Switching: (2) Module Disconnect with Red Bezel, 3-Way "ON/ON" switches P/N: MX09174 located in (1) in rear switch panel IATS and (1) in front switch panel ILOS. Locate in the far right hand blank switch position on rear switch panel. Requires three additional wires from front console to rear console. Switches will not have an off position.	103.00	103.00
1	STD	Electrical Cabinet: Located over cabin-module connection w/latching, recessed, vented door		0.00
1	99-0404	Switching: Momentary Disable for Scene/Load Lights PN: MX09144 and Power Doors Locks PN: MX09145. Locate: (1) horizontal, 2-position Positron panel on Curbside Wall at head of bench and (1) stacked, 2-position Positron switch panel on wall at curbside rear entry door in standardized position.	306.00	306.00
2	99-0931	Lighting: Cabinet, (1) TecNiq D04-W001-1 Linear Dragon Light Vertical, White LED with white case (D04-0WV0-1) and 36" wire. Will have Rocker On/Off Switch in rear switch panel, labeled "Cabinet Lights" (MX09188) - operates all at same time. Price per light. Locate LEDs just inside front top corner of each cabinet. NOT ON BACK WALL. Cabinet Locations: (1) each side of A1	70.00	140.00
6	99-2469	Lighting: Accent, TecNiq E44-W03V-1 Flexible LEDs, WHITE - (1) 13.5" for interior cabinet - to be wired to an interior cabinet light switch and tied to other cabinet lights. Locate: (1) each side of cabinet A2, A3, and C	103.00	618.00
1	99-2467	Lighting: Accent, TecNiq E44-W010V-1 Flexible LEDs, WHITE - (1) 36" for cabinet - to be wired to the interior cabinet light switch and tied to other cabinet LEDs. Locate: (1) in Middle ALS section runs vertically (this is in addition to the exterior compartment lights at ALS).	123.00	123.00
05-		Warning Lights & Sirens		
1	STD	Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY. NOTE: Does not include LED Scene Lights.		0.00
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.		
		Front of Body: Add (7) Whelen 900 Series Super-LEDs- Specify pattern by LED Color (4) Red and (3) White: R-W-R-W-R-W-R Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.		
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners		

	MODIFIED	Rear of Body: (4) Whelen 900 Series Super-LEDs: (2) RED in upper outboard corners wired as Warning/Brake, (1) BLUE Street Side and (1) RED wide Mid-Body at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.		
1	99-0809	Lights: Warning, (1) Whelen 900 Series Super-LED 90BB5FCR Blue, ILOS 900 Series Super-LED 90RR5FCR Red. NOTE: Rear Wall Mid Body, streetside	60.00	60.00
		Brake, Turn & Back-Up Lights: Whelen 600 Series LEDs		
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders		
2	STD	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar		0.00
4	STD	Lights: Scene, Whelen 900 Series Halogen with flange included - (2) Each Side of Module		0.00
2	STD	Lights, Load: Whelen 700 Series LED 7SC0ENZR, (2) on rear		0.00
1	STD	Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE		0.00
2	STD	Siren Speakers: Dual 100 Watt drivers mounted through the front bumper		0.00
1	STD	Siren: Whelen 295 SLSA1, 200 Watt		0.00
		-		
	06-	Oxygen, Vacuum & Miscellaneous Items		
3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench		0.00
1	600100	Oxygen: O2 Outlets, Single OHMEDA Z-QD0101MO outlet, IATS Specify Location(s): Ceiling over head of patient	171.00	171.00
1	STD	Suction Aspirator System: Rico disposable container mounted in Action Area w/gauge and quick-connect; SSCOR vacuum pump mounted behind lower rear main wall.		0.00
1	STD	Oxygen Cylinder Retention: For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1		0.00
1	STD	O2 Regulator: Amvex, 50psi, pre-set		0.00
		-		
	07-	AC / Heat		
1	99-3356	HVAC System: Valeo PN: 11139975A 90T, High capacity, horizontal blow combination Heat-AC system with Valeo digital thermostat control on the action area wall. HVAC unit is mounted in bulkhead at the top of the ALS. NOTE: Chevy G-3500/G-4500 Type III Models ONLY (Standard kit)	350.00	350.00
		-		
	08-	Cabinets, Hardware & Miscellaneous Items		
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-		0.00
1	OPT	Cabinet Configuration- CPR Seat w/EVS V-4 seat belt system	670.00	670.00
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.		
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.		0.00
1	STD	Action Area and Switch Panel: Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.		0.00

1	STD	Bulkhead Wall Cabinets: Cabinet above Tech Seat- general storage w/hinged, latching door; Electrical Cabinet located over cabin-module connection w/latching, FLIP-DOWN, vented door		0.00
2	STD	Bulkhead hallway Cabinets: Upper cabinet- general storage with non-locking, hinged door; Lower cabinet- general storage facing rear w/VENTED REMOVABLE PANEL-to latch at top - OPENING TO BE AS LARGE AS POSSIBLE, Panel print: #33-103274		0.00
1	New Bid Option	ALS Cabinet: Lower Locking storage for 747 with LifeDefender latch and LifeDefender key lock; Middle Section with dual 1/2" acrylic doors and Medix two-point Paddle Handles. Right hand door will have a locking paddle handle , Left hand door will have a non-locking paddle handle with door stop ILOS hinged wood doors. NOTE: 153 Models Only.	350.00	350.00
1	99-0798	Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door. NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR	238.00	238.00
1	99-0546	Cargo Net: Head of Squad Bench, bolted to taping plates in the floor, wall and ceiling. PN: ZRS-NETMEX009-02-B. NOTE: Type I / III ME166, RP-90, MSV II ONLY.	387.00	387.00
1	Modified	Squad Bench: (Box out around Comp #6 inside bench)		0.00
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion except over Sharps/Waste Area.		
	2	(2) EVS V-4 Belted seating positions w/progressive foam back and head pads and (3) short bottom straps for 2nd Patient restraint		
1	STD	Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.		0.00
1	STD	Rear Overhead: Vinyl wrapped foam header over rear doors.		0.00
1	99-1058	Seating: EVS 1880 Child Safety Seat, (1) Rear facing automotive style chair with 4Pt seat belt system mounted on standard steel base- ILOS 4Pt seat. NOTE: BLW or RP-90ES Models that have V-4 Seat Belt Harness as standard.	405.00	405.00
1	STD	Seat Base: EVS CB-Side storage base for EVS Technician's Seat		0.00
1	STD	Assist Rail: overhead off-center toward Streetside of unit.		0.00
3	STD	Grab handles: 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door		0.00
2	99-0997	Grab Handles: (1) 12", 304 Stainless Steel with 30° offset and oval mounting flanges (PN: 63-07-3213 / 49-10-3755). "Not for use on forward door frame on SL-157, MSV-II 170 ALS or any ALS cabinet with hinged doors." NOTE: Must specify handle position forward or rearward on door frame of curbside entry door using 1/4" x 20 Type F self tapping machine screws. LOCATION: (1) Just inside side entry door on bench side, in between cargo net mounting feet on door frame. LOCATION: Just inside rear curbside entry door on rear entry door frame.	223.00	446.00
1	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.		0.00
		-		
	09-	Cots & Miscellaneous Items		

1	900060	Cot Mount: Styker 6370, single position, removable cot mount ILOS FW #175-3. Mounting Locations: Center Position NOTE: RP-90ES, BL90 and Chevy Type 2 models only. NOTE: For Non-CN-8 Compliant States only. Must have letter on State letter head in file for non-compliance.	800.00	800.00
		-		
	10-	Paint & Lettering		
1	STD	Paint: Body all OEM White		0.00
		-		
1	1000100	Roof Star ONLY, INSTALLED	110.00	110.00
		-		
SHIP LOOSE				
2	STD	Fire Extinguisher: (2) 5 lb- Ship Loose is Standard		0.00

I have reviewed this Order and find it to be acceptable and ready to build.

 Dealer Signature **Date:** _____

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

 Dealer Signature **Date:** _____

NEW!

Please click the link below to complete the Medix Purchase Agreement Standard Terms & Conditions.

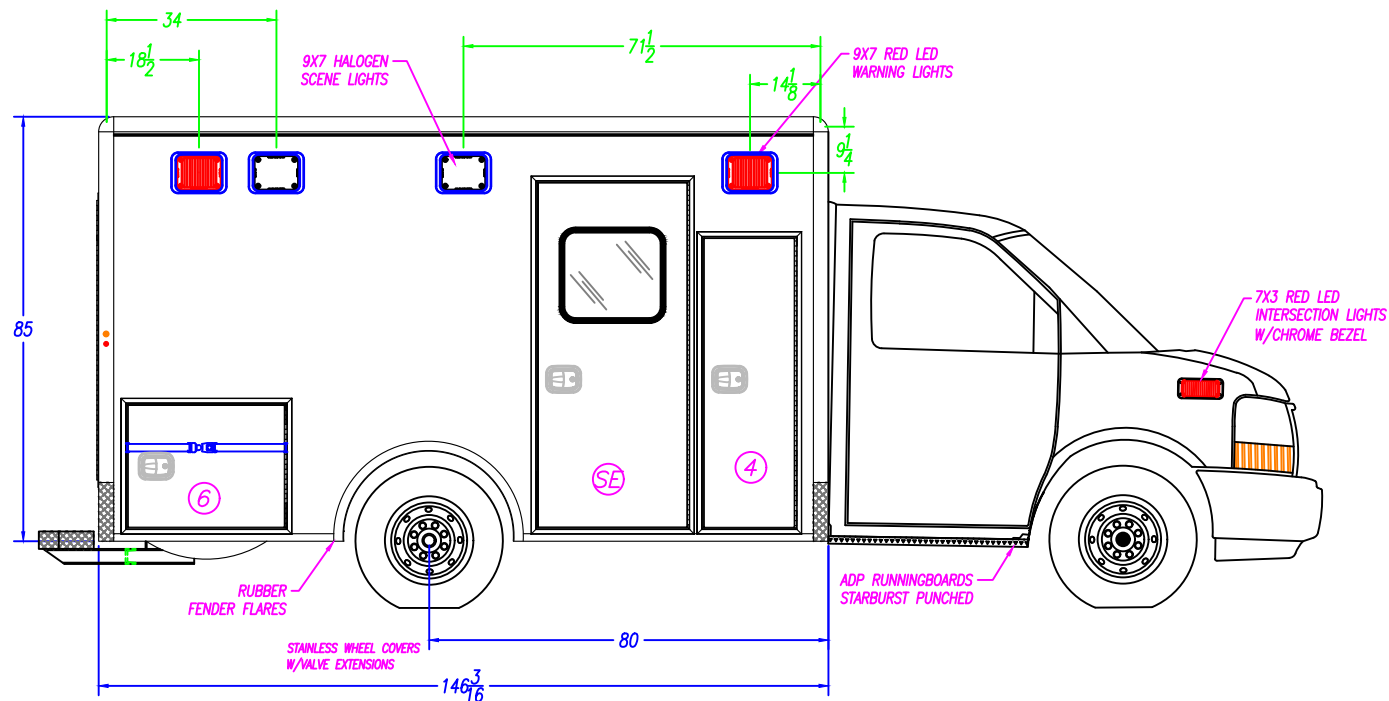
Please note, your order will not be accepted without receipt of the signed Terms & Conditions.


[Medix Purchase Agreement Standard Terms & Conditions for Sale](#)

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

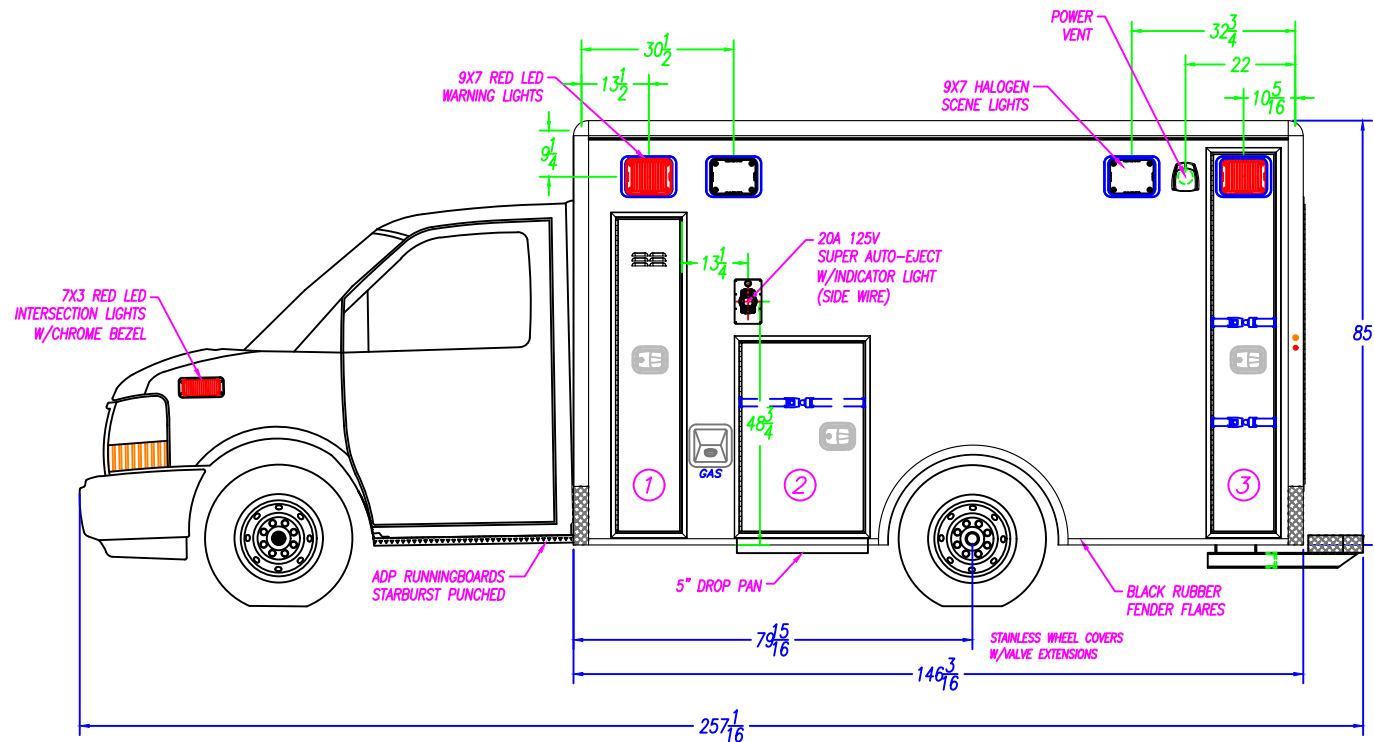
Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company

ALL COMPARTMENT & ENTRY DOORS TO HAVE POWER LOCKS, WIRE TO OEM
 ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS
 ALL GREEN DIMENSIONS ARE TAKEN FROM EDGE OF WALL
 SURFACE PRIOR TO CORNER CAP BEING APPLIED



COMPARTMENT SIZES		NOTE: THE DIMENSIONS BELOW ARE OVERALL INTERIOR SIZES FOR EACH SPECIFIED COMPARTMENT TUB			COMPARTMENT & ENTRY DOORS				COMPARTMENT TUBS			
NO.	COMPARTMENT TYPE	WIDTH	HEIGHT	DEPTH	NO.	PART NUMBER	NO.	PARTNUMBER	NO.	PART NUMBER	NO.	PARTNUMBER
4	ALS/BATTERY COMPARTMENT	19 3/8"	15 1/2"	18 1/4"	4	71-A10910	-	---	4	41-101372	-	---
6	OPTIONAL SPARE TIRE COMPARTMENT	32 1/2"	25 1/4"	12"	6	71-A10907	-	---	6	41-101226	-	---
-	---	---	---	---	SE	71-116128	-	---	-	---	-	---
-	---	---	---	---	CHEVY G-3500-GAS 139" W.B. 146" RP90-ES TYPE III				<div><div>3008 MOBILE DRIVE ELKHART, IN 46514 PH: 574-266-0911 FAX: 574-266-6669</div><div>"LET US SHOW YOU THE MEDIX DIFFERENCE" WWW.MEDIXAMBULANCE.COM</div></div>			
COMPARTMENT / ENTRY DOOR SIZES												
NO.	COMPARTMENT / ENTRY DOOR TYPE	WIDTH	HEIGHT		DRAWN BY:	DATE CREATED:	SCALE:					
4	ALS/BATTERY COMPARTMENT DOOR	18"	58 1/8"		I.STANSBURY	1/25/2023	5/16"=1'					
6	OPTIONAL SPARE TIRE COMPARTMENT DOOR	31 3/8"	24 3/8"		REVISED BY:	DATE REVISED:	REVISION:					
SE	SIDE ENTRY DOOR	29 1/2"	69 1/8"									
-	---	---	---		Note: Drawings are for reference only, measurements may vary from actual product.							

ALL COMPARTMENT & ENTRY DOORS TO HAVE POWER LOCKS, WIRE TO OEM
 ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS
 ALL GREEN DIMENSIONS ARE TAKEN FROM EDGE OF WALL
 SURFACE PRIOR TO CORNER CAP BEING APPLIED



COMPARTMENT SIZES					COMPARTMENT & ENTRY DOORS				COMPARTMENT TUBS			
NOTE: THE DIMENSIONS BELOW ARE OVERALL INTERIOR SIZES FOR EACH SPECIFIED COMPARTMENT TUB					NO.	PART NUMBER	NO.	PARTNUMBER	NO.	PART NUMBER	NO.	PARTNUMBER
					1	71-A10901	-	---	1	41-101222	-	---
1	O2 COMPARTMENT	13 ³ / ₈ "	63 ⁷ / ₈ "	13 ¹ / ₂ "	2	7-A10902	-	---	2	41-101223	-	---
2	MID STORAGE COMPARTMENT	25 ⁷ / ₈ "	39 ¹ / ₈ "	13 ¹ / ₂ "	3	71-A10904	-	---	3	41-103020	-	---
3	BACKBOARD STORAGE COMPARTMENT	13 ³ / ₈ "	76 ⁷ / ₈ "	17 ¹ / ₂ "								
COMPARTMENT / ENTRY DOOR SIZES												
NO.	COMPARTMENT / ENTRY DOOR TYPE	WIDTH	HEIGHT									
1	O2 COMPARTMENT DOOR	12 ⁸ / ₈ "	62 ⁵ / ₈ "									
2	MID STORAGE COMPARTMENT DOOR	24 ⁹ / ₁₆ "	37 ⁷ / ₈ "									
3	BACKBOARD STORAGE COMPARTMENT DOOR	12 ⁸ / ₈ "	75 ⁵ / ₈ "									

CHEVY G-3500-GAS 139" W.B.
 146" RP90-ES TYPE III
 STREET SIDE EXTERIOR

DESCRIPTION:
 DRAWN BY: I. STANSBURY
 DATE CREATED: 1/25/2023
 SCALE: 5/16"=1'

REVISOR BY:
 DATE REVISED:
 REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.

3008 MOBILE DRIVE
 ELKHART, IN 46514
 PH: 574-266-0911
 FAX: 574-266-6669

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WWW.MEDIXAMBULANCE.COM

Dealer: GORMAN

Approved By:

Date:

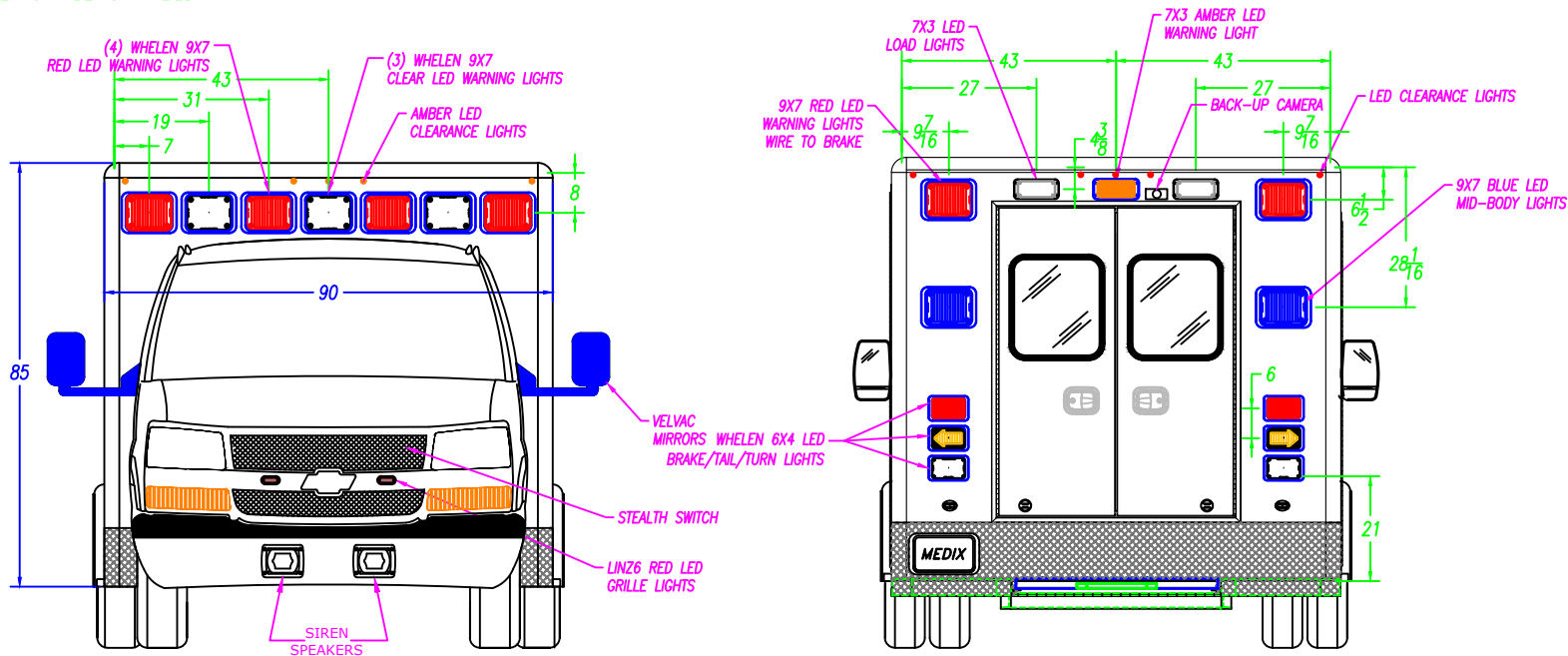
Customer: DEMO

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C

ALL COMPARTMENT & ENTRY DOORS TO HAVE POWER LOCKS, WIRE TO OEM
ALL WARNING, SCENE, AND TAIL LIGHTS TO HAVE CHROME BEZELS
ALL GREEN DIMENSIONS ARE TAKEN FROM EDGE OF WALL
SURFACE PRIOR TO CORNER CAP BEING APPLIED



REAR ENTRY DOOR SIZES

NO.	WIDTH	HEIGHT	PART NUMBER
RE	50"	64 1/8"	71-116130
			-

CHEVY G-3500-GAS 139" W.B.
146" RP90-ES TYPE III

DESCRIPTION:		
FRONT & REAR EXTERIOR		
DRAWN BY: I. STANSBURY	DATE CREATED: 1/25/2023	SCALE: 5/16"=1'
REVISED BY:	DATE REVISED:	REVISION:
Note: Drawings are for reference only, measurements may vary from actual product.		



3008 MOBILE DRIVE
ELKHART, IN 46514
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Dealer: GORMAN

Approved By:

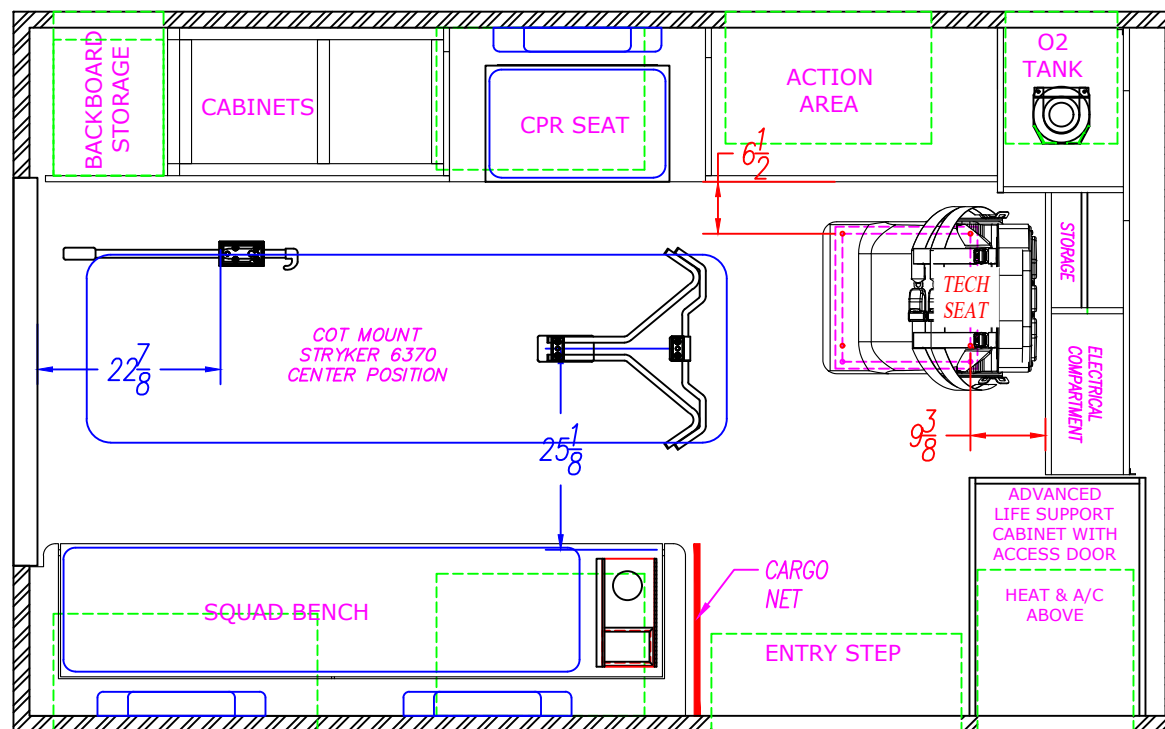
Date:

Customer: DEMO

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CHEVY G-3500-GAS 139" W.B.
146" RP90-ES TYPE III

DESCRIPTION:

PATIENT AREA PLAN-CPR

DRAWN BY:
I. STANSBURY

DATE CREATED:
1/25/2023

SCALE:
1/2"=1'

REVISED BY:

DATE REVISED:

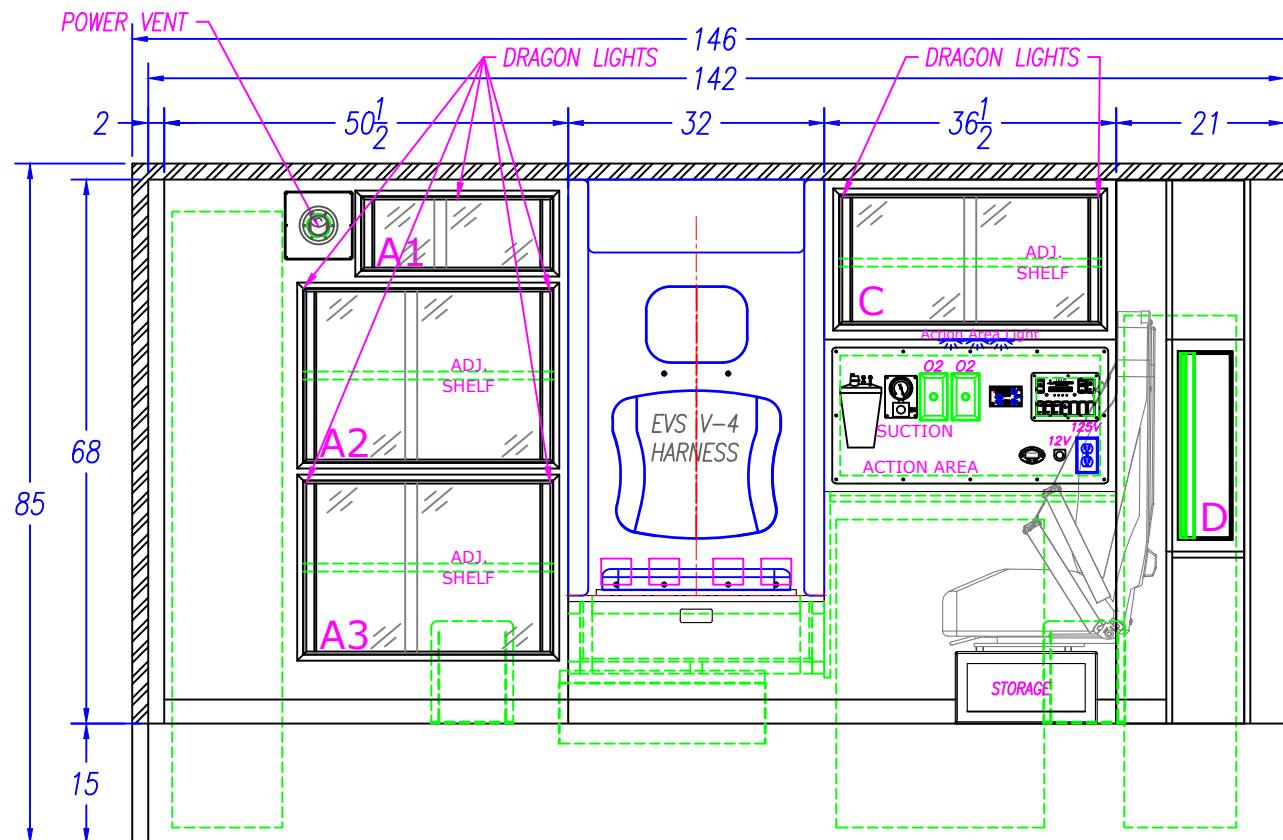
REVISION:

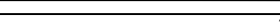
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ELKHART, IN 46514
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INTERIOR CABINET STORAGE					CHEVY G-3500-GAS 139" W.B. 146" RP90-ES TYPE III			<div><div>3008 MOBILE DRIVE ELKHART, IN 46514 PH: 574-266-0911 FAX: 574-266-6669 "LET US SHOW YOU THE MEDIX DIFFERENCE" WWW.MEDIXAMBULANCE.COM</div></div>	
ITEM	HEIGHT	WIDTH	DEPTH	SPECIAL NOTE	DESCRIPTION:				
A1	9 3/4"	19 3/4"	15"		STREET SIDE INTERIOR-CPR				
A2-3	21 3/4"	27"	15"		DRAWN BY:	DATE CREATED:	SCALE:		
C	16 1/4"	32 3/4"	15"		I.STANSBURY	1/25/2023	1/2"=1'		
D	23 1/2"	6 3/4"	16 1/4"		REVISED BY:	DATE REVISED:	REVISION:		
					Note: Drawings are for reference only, measurements may vary from actual product.				



19 1/4"

DESCRIPTION:		
CURB SIDE INTERIOR		
DRAWN BY:	DATE CREATED:	SCALE:
I. STANSBURY	1/25/2023	1/2"=1'
REVISED BY:	DATE REVISED:	REVISION:
Note: Drawings are for reference only, measurements may vary from actual product.		



Dealer: GORMAN

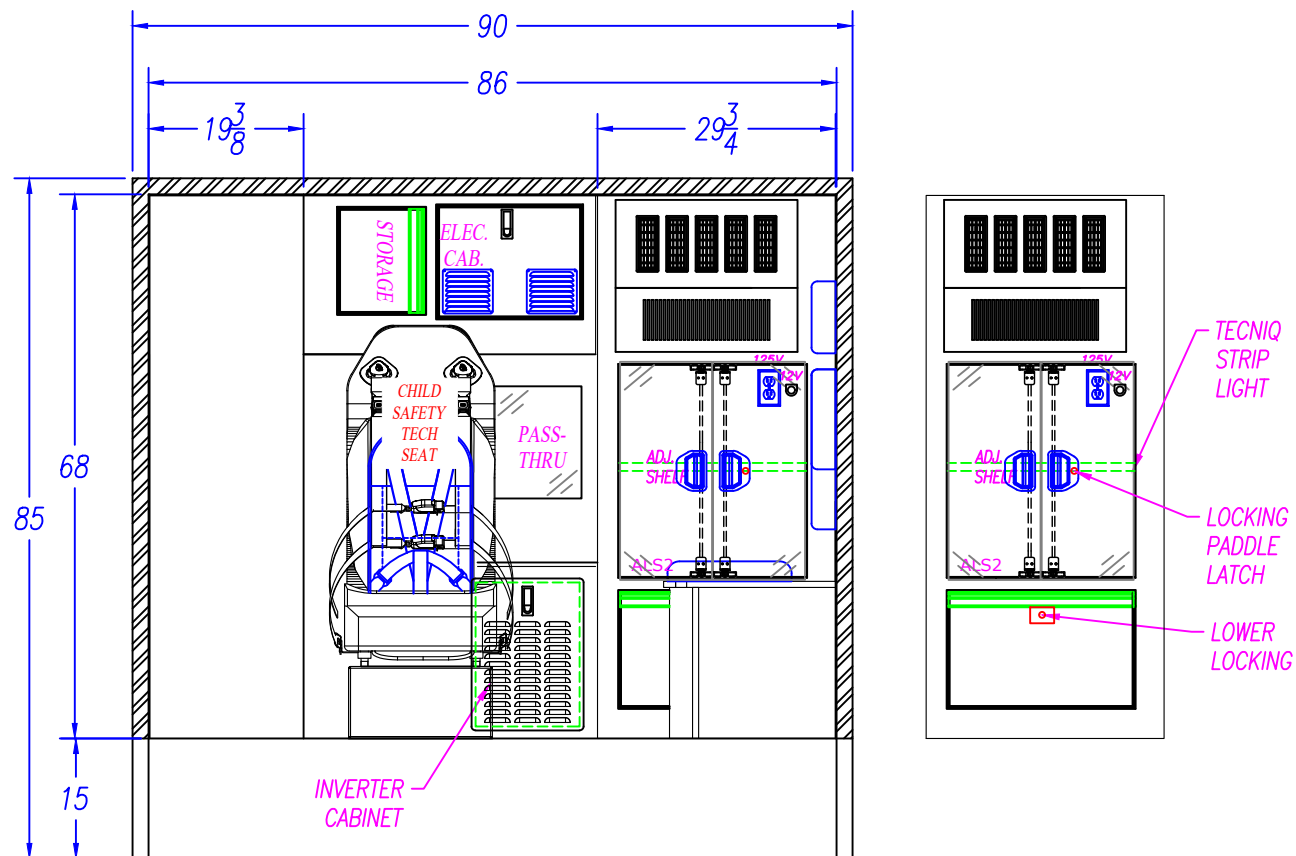
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Date:

Customer: DEMO

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INTERIOR CABINET STORAGE

ITEM	HEIGHT	WIDTH	DEPTH	SPECIAL NOTE
ALS-1	14 3/4"	23 1/2"	20 1/2"	
ALS-2	26 1/8"	23 1/2"	20 1/2"	

CHEVY G-3500-GAS 139" W.B.
146" RP90-ES TYPE III

FRONT ELEVATION

DESCRIPTION:		
DRAWN BY:	DATE CREATED:	SCALE:
I. STANSBURY	1/25/2023	1/2"=1'
REVISED BY:	DATE REVISED:	REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.



3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669

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Dealer: GORMAN

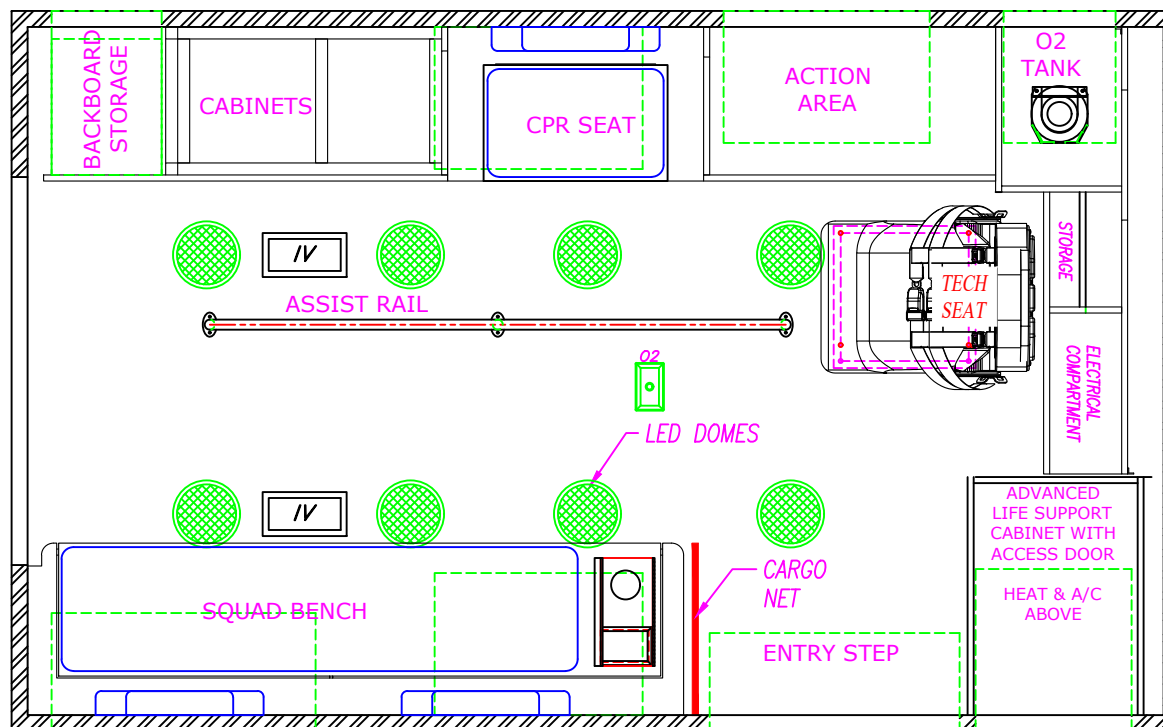
Approved By:

Date:

Customer: DEMO

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CHEVY G-3500-GAS 139" W.B.
146" RP90-ES TYPE III

DESCRIPTION:

CEILING LAYOUT-CPR

DRAWN BY:

I. STANSBURY

DATE CREATED:

1/25/2023

SCALE:

1/2"=1'

REVISED BY:

DATE REVISED:

REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.



3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669

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Dealer: GORMAN

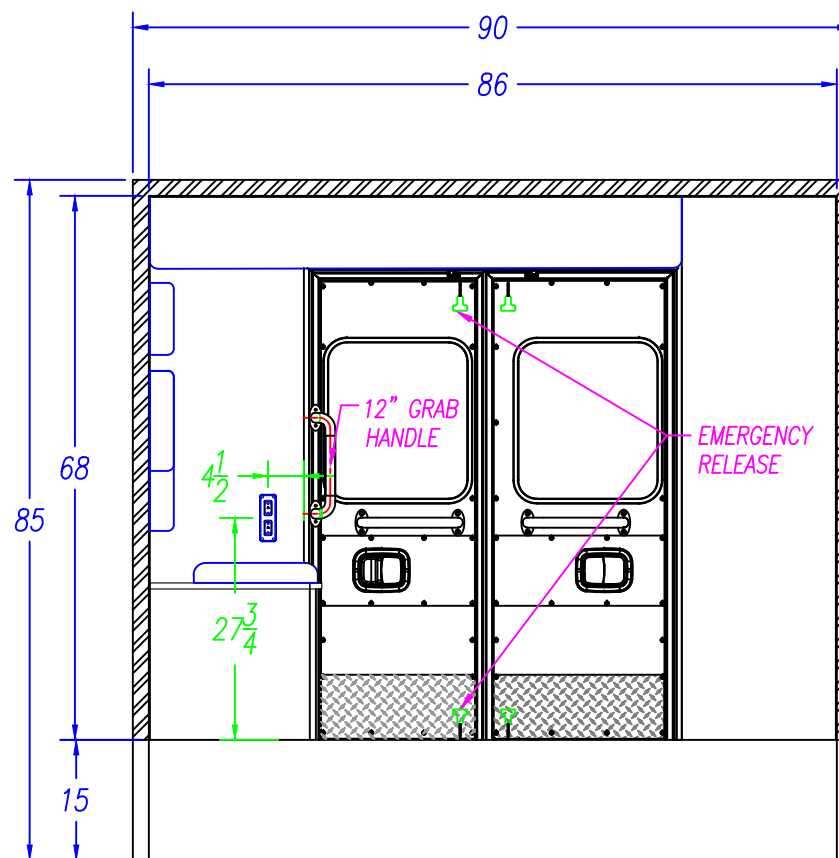
Approved By:

Date:

Customer: DEMO

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CHEVY G-3500-GAS 139" W.B.
146" RP90-ES TYPE III

DESCRIPTION:

REAR ELEVATION

DRAWN BY:

I. STANSBURY

DATE CREATED:

1/25/2023

SCALE:

1/2"=1'

REVISED BY:

DATE REVISED:

REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.



3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669

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Dealer: GORMAN

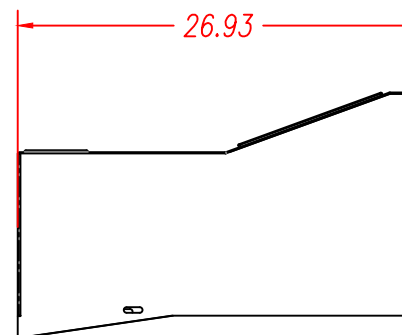
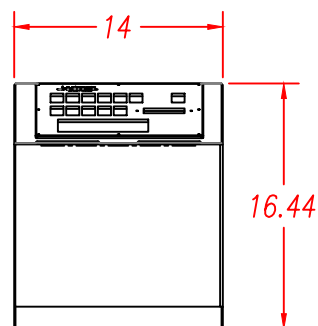
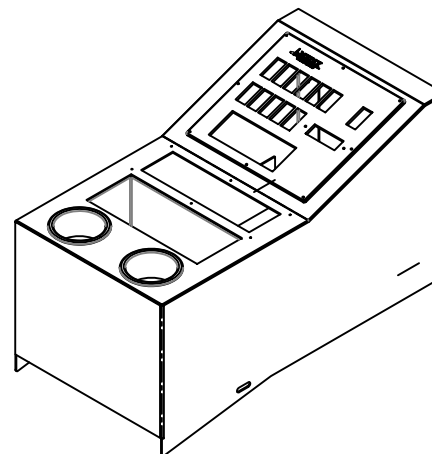
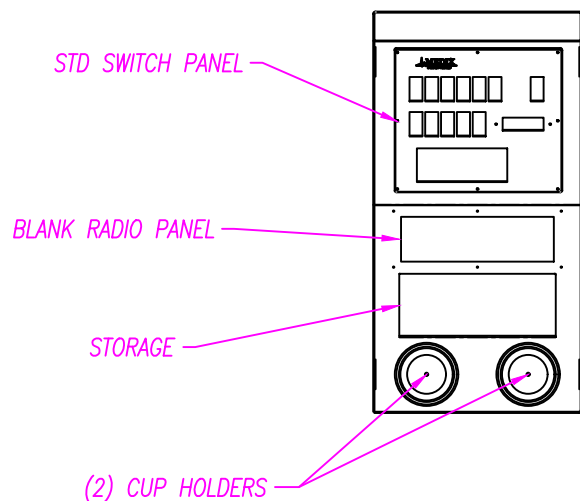
Approved By:

Date:

Customer: DEMO

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CHEVY G-3500-GAS 139" W.B.
146" RP90-ES TYPE III

DESCRIPTION:

FRONT CONSOLE

DRAWN BY:

I. STANSBURY

DATE CREATED:

1/25/2023

SCALE:

1/2"=1'

REVISED BY:

DATE REVISED:

REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.



3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669

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691 Bullis Road
Elma, NY 14059-9669
www.gormanent.com



Tel (716) 675-3859
NY (800) 652-8577
Fax (716) 675-1861

AGREEMENT OF SALE FOR AMBULANCE

THIS AGREEMENT is made between Gorman Emergency Vehicles, of Six Hundred Ninety One Bullis Rd, Elma, New York, ("Company") and the ("Purchaser"):

City of Jamestown Fire Department
200 Spring Street
Jamestown, NY 14701

FOR THE PURCHASE OF ONE: Medix RP90 Ambulance – 2023 Chevrolet G-3500 – Per NYS OGS Bid #13448 award and proposal dated 6/14/23.

1. **ACCEPTANCE:** Company agrees to sell and Buyer agrees to purchase the Ambulance described in the Company's specifications, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

2. **DELIVERY SCHEDULE:** The Ambulance shall be ready for delivery F.O.B. at City of Jamestown Fire Department, in approximately 180 days subject to extension due to changes made by Buyer.

3. **PRICE:** Buyer shall pay to Company the Purchase Price for the Ambulance the sum of: Two Hundred Seventeen Thousand Seven Hundred Forty One U.S. Dollars - \$217,741.00

This purchase price does not include any taxes. Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

4. **TERMS OF PAYMENT:** Terms of payment shall be: **\$21,774.10 – DUE AT CONTRACT**
\$195,966.90 - DUE UPON DELIVERY.

5. **WARRANTY:** Ambulance manufacturer provides a limited warranty in accordance with the warranty terms set forth in the Specifications.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

SEE SEPARATE WARRANTY STATEMENTS FOR COMPLETE INFORMATION

Offering the most complete fire truck and ambulance sales and service in New York State!
A Division of Gorman Enterprises

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES: COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE AMBULANCE, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

7. CANCELLATION: This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

8. FORCE MAJEURE: The seller shall not be charged with liquidated damages or any excess cost when delay in delivery of goods is due to:

Any preference or priority of an allocation order duly issued by a government agency.

Unforeseeable cause beyond the control and without the fault, of the ambulance manufacturer, or acts of God or of the public enemy, acts of the purchaser, acts of another contractor in the performance of a contract with the purchaser, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and;

Any delays of subcontractors occasioned by any of the causes specified in the two immediately preceding clauses.

9. TAG-ON CLAUSE: It is the intent of this contract to make available to other New York State ambulance entities, by mutual agreement of the selling "Company", the right to purchase the same or like equipment and or products using the prices quoted in this contract for a period of 3-years from signed contract. The prices are subject to annual manufacturer price increases.

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this 10 day of August, 2023.

By: Edward A Sundquist

Title: Mayor

Of: City of Jamestown Fire Department

Authorized Signature Only: Edward Sundquist

This contract is not a valid and binding obligation until approved, dated and executed by Gorman Emergency Vehicles,

By: William J. Gorman

Title: Sales Manager

Signature: William J. Gorman

Date: 8/23/23



691 Bulls Road
Elma, NY 14059-9669
www.gormanent.com



Tel (716) 675-3859
NY (800) 652-8577
Fax (716) 675-1861

APPARATUS PROPOSAL

DATE: June 14, 2023

FOR: City of Jamestown Fire Department

MAILING ADDRESS: 200 Spring Street, Jamestown, NY 14701

Bidder hereby proposes to manufacture and furnish to Purchaser, subject to Purchaser's acceptance of the Bidder's proposal and the proper execution of the appropriate contract, the following apparatus and equipment to be built in accordance with the attached specifications, whether purchase is made via contract or customer purchase order.

Quantity: One (1) Medix RP-90 – 2023 Chevrolet G-3500 Gas – Per work order #23JFDRPB

For the sum of: Two Hundred Seventeen Thousand Seven Hundred Forty One Dollars.
(Plus applicable taxes if any)

TOTAL: \$217,741.00

Delivery is to be made subject to all clauses of the attached contract, by approximately 180 days from approved order and receipt of chassis. Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged.

Respectfully submitted by,

William J. Gorman

William J. Gorman
Sales Manager

Offering the most complete fire truck and ambulance sales and service in New York State!
A Division of Gorman Enterprises

PROPOSAL EXPLANATION & OPTIONS

DATE: June 14, 2023

FOR: City of Jamestown Fire Department

• **PROPOSAL INCLUDES:**

- Everything in provided work order #23JFDRPB
- NYS inspection
- Pre-delivery inspection
- Stryker Power Pro XT – Mid Configuration
- Stryker Power Load system
- Detail
- Delivery to the City of Jamestown Fire Department



Quote #:
23JFDRPB

DEALER: Gorman Emergency Vehicles
CUSTOMER: City of Jamestown Fire Department
 Street or P.O. Box: 200 Spring Street
 City, State, Zip: Jamestown, NY 14701
 Customer Contact: Dan Mangione
 Customer Email: mangione@jamestownny.gov
 Customer Phone #: 716-863-4057
 Sales Associate: Bill Gorman
 Sales Engineer:

Received
 Sent for Approval
 Rec'd Approved
 Scheduled
 GPC Number:

VIN#: To be assigned by MEDIX

Form Revised 1/30/23

Chassis Model Yr		2023		
MEDIX Model		Metro Express RP-90 ES, Type III - Pass through		
CHASSIS		Chevy/GMC 3500 Cutaway, 6.6L DI Gasoline, 139" WB 12,300 GVWR		
BODY		146"L x 90"W x 68" Interior Headroom		
QTY	STD/OPT	Description	Cost Each	Total
		-		
	01-	Flooring & Interior Colors		
1	100040	Cabinets: Laminated, High Gloss White	744.00	744.00
1	STD	Upholstery: (Specify Color)		0.00
1	STD	Color: Cobalt Brand: EVS		0.00
1	100020	Flooring: Lonsdal, LonPlate (Diamond Plate), ILOS Lonspeck TS Twilight Specify Color: Gunmetal 424	609.00	609.00
		-		
	02-	Body & Chassis		
	NOTE Weld Shop	Need to delete the static vent over the side entry door		
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions		0.00
1	STD	Anti-Theft Device: IdleLock Ignition Security System, PN: A-IDLE611 for G-3500/4500 Series Chassis Only. Locate activation button to the right side of the steering wheel.		0.00
1	STD	Camera System: RVS RVS-MV3-IR Surface Mount backup camera with infra-red illuminators and GM adapter harness. NOTE: For GM3500/4500 with OEM back up prewire and monitor system. Locate: Camera mounted off lower RH corner of center rear Amber light; OEM Monitor mounted on cab windshield rear view mirror.		0.00
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.		0.00
1	STD	Pass-Thru Window.		0.00
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights-ALL Models Locate: (1) Ceiling of Comp #1; (2) in Comp #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Comp #4/5; (1) in Comp #6 (if applicable).		0.00
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/rubber socket/nylon ball hold-open.		0.00
1	STD	Compartment #2 SS Center: Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open and Seat Belt Strap. Order Gas chassis tub #41-101223		0.00
1	99-0334-C3	Compartment #2: SS rear, Drop Floor, 5" for Stair Chair storage PN: 33-10-5604 NOTE: RP-90ES/ME-150 Type III Chevy Models Only.	271.00	271.00
1	STD	Compartment #3 SS Rear: Smooth Aluminum body, ADP interior door panel, Vertical backboard storage w/2- belts. Door w/2" nylon strap hold-open.		0.00

2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.		0.00
1	STD	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.		0.00
1	200090	Compartment #6: CS rear, spare tire aft of rear wheel well with (1) seat belt strap. Smooth Aluminum with rubberized urethane coating, drop floor for tire with removable cover plate and (1) LED light in ceiling. NOTE: (no drop floor on Type I Chevy due to larger tire). NOTE: RP-90ESES Models Only.	1654.00	1654.00
1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.		0.00
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement		0.00
1	99-0678G	Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille brackets: Chevy G-Series 33-102397) LOCATION: Front Grille Area	90.00	90.00
1	STD	Rear Bumper: ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame		0.00
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench		0.00
1	STD	Mirrors: Velvac, 2020XG for G-series cutaway with 8D8 option, Heated/Remote Deluxe head w/bottom convex, no turns, Black, Kit# 718416		0.00
1	STD	Wheel Covers: Stainless steel covers w/Valve Extenders		0.00
4	STD	Stone Guards: lower body corners, ADP		0.00
1	New Bid Option #1309	Stone Guards: ADP, Shaped to cab contour, installed between the corner ADP stone guards and the lower front of the body. PNs: XXX & XXX NOTE: For Chevy G-3500 only	129.00	129.00
1	New Bid Option #1322	Threshold Trim: Stainless steel threshold trim package for RP-90ES modular entry and compartment doors. (Includes Compartment #6) NOTE: RP-90ES & G3500 Gas Only	338.00	338.00
1	STD	Kick Plate, Rear: ADP, below rear doors across to corner posts.		0.00
1	STD	Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.		0.00
1	200277	Chassis: Running Boards, "Starburst" grip punched pattern. NOTE: Type III Models Only.	70.00	70.00
1	STD	Fender Flares: Black rubber		0.00
1	STD	Fuel Fill: Cast aluminum fuel fill bezel.		0.00
1	STD	Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.		0.00
1	STD	Insulation: Spray in place foam applied to curbside entry step well and both rear wheel wells		0.00
1	STD	Undercoating: Per OEM Guidelines		0.00
03-		Brake, Turn & Back-Up Lights		
1	STD	Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.		0.00
1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.		0.00
04-		Electrical, Power Distribution, Control Center & Interior Lighting		
1	STD	Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet.		0.00

2	STD	Batteries: OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5		0.00
1	STD	Front Console/ Switch Panel: Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.		0.00
1	99-0747 MODIFIED	Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables. NOTE: Radio installation tech will have to drill hole and complete mount. Terminate coax with standard Power/Ground for each, one behind driver's seat and one behind the action area switch panel Note: Modular Units Only.	174.00	174.00
8	STD	Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA, switched separately with Hi/Lo functions.		0.00
1	99-0550-A	Switching: Timer, Momentary 15-Minute timer switch for patient compartment dome lights. Locate switch in Positron switch panel in standard position on curbside wall. (PNs: MX09150 switch, MX09151 Timer) NOTE: A-Line Models Only	121.00	121.00
1	STD	Action Area Light: Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel		0.00
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall		0.00
1	99-0617	Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS	609.00	609.00
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights		0.00
1	STD	Inverter: Pre-Wire ONLY w/switch on rear panel. Pre-wire located in cabinet below pass-through.		0.00
1	STD	Battery Conditioner: Power Source, 45-Amp, Located in lower aisle-facing bulkhead cabinet.		0.00
1	STD	Breaker Box: 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.		0.00
2	STD	12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet in upper section of lower cabinet.		0.00
1	400020	Electrical: 12VDC, Receptacle, Cigar style. IATS Location(s): 2nd outlet in action area	82.00	82.00
2	STD	125 VAC Outlets, Duplex: (1) in Action Area, (1) in ALS Cabinet in upper section of lower cabinet.		0.00
1	MODIFIED	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), MOD Disconnect (1) Cabinet Light (1), Spare switches and digital clock w/Mode Buttons. MX01517.		0.00
1	99-0284	Switching: (2) Module Disconnect with Red Bezel, 3-Way "ON/ON" switches P/N: MX09174 located in (1) in rear switch panel IATS and (1) in front switch panel ILOS. Locate in the far right hand blank switch position on rear switch panel. Requires three additional wires from front console to rear console. Switches will not have an off position.	103.00	103.00
1	STD	Electrical Cabinet: Located over cabin-module connection w/latching, recessed, vented door		0.00
1	99-0404	Switching: Momentary Disable for Scene/Load Lights PN: MX09144 and Power Doors Locks PN: MX09145. Locate: (1) horizontal, 2-position Positron panel (MX01485) on Curbside Wall at head of bench and (1) stacked, 2-position Positron switch panel (MX01520) on wall at curbside rear entry door in standardized position.	306.00	306.00

2	99-0931	Lighting: Cabinet, (1) TecNiq D04-W001-1 Linear Dragon Light Vertical, White LED with white case (D04-0WV0-1) and 36" wire. Will have Rocker On/Off Switch in rear switch panel, labeled "Cabinet Lights" (MX09188) - operates all at same time. Price per light. Locate LEDs just inside front top corner of each cabinet. NOT ON BACK WALL. Cabinet Locations: (1) each side of A1	70.00	140.00
6	99-2469	Lighting: Accent, TecNiq E44-W03V-1 Flexible LEDs, WHITE - (1) 13.5" for interior cabinet - to be wired to an interior cabinet light switch and tied to other cabinet lights. Locate: (1) each side of cabinet A2, A3, and C	103.00	618.00
1	99-2467	Lighting: Accent, TecNiq E44-W010V-1 Flexible LEDs, WHITE - (1) 36" for cabinet - to be wired to the interior cabinet light switch and tied to other cabinet LEDs. Will have Rocker On/Off Switch in rear switch panel, labeled "Cabinet Lights" (MX09188). Locate: (1) in Lower ALS section runs vertically (this is in addition to the exterior compartment lights at ALS).	123.00	123.00
05- Warning Lights & Sirens				
1	STD	Lights: Warning, Whelen LED EMERGENCY Lighting Package-Ford, Chevy Type I and Type III- Models ONLY. NOTE: Does not include LED Scene Lights.		0.00
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.		
		Front of Body: Add (7) Whelen 900 Series Super-LEDs- Specify pattern by LED Color (4) Red and (3) White: R-W-R-W-R-W-R Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.		
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners		
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 700 Series Amber Super-LED in the center position over the rear doors.		
		Brake, Turn & Back-Up Lights: Whelen 600 Series LEDs		
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders		
2	STD	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar		0.00
4	STD	Lights: Scene, Whelen 900 Series Halogen with flange included - (2) Each Side of Module		0.00
2	STD	Lights, Load: Whelen 700 Series LED 7SC0ENZR, (2) on rear		0.00
1	STD	Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE		0.00
2	STD	Siren Speakers: Dual 100 Watt drivers mounted through the front bumper		0.00
1	STD	Siren: Whelen 295 SLSA1, 200 Watt		0.00
06- Oxygen, Vacuum & Miscellaneous Items				
3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench		0.00
1	STD	Suction Aspirator System: Rico disposable container mounted in Action Area w/gauge and quick-connect; SSCOR vacuum pump mounted in lower bulkhead hallway cabinet		0.00
1	STD	Oxygen Cylinder Retention: For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1		0.00
1	STD	O2 Regulator: Amvex, 50psi, pre-set		0.00
1	99-1667	Oxygen: O2 Cylinder Mount, (1) CPI OA1201-D-1 strapless oxygen bottle holder with mounting plate, for (1) "D" cylinder. (When mounting at head of bench in Transit, use with shortened cargo net option 99-1841) Specify Location(s): against ALS cabinet 5"H from floor	421.00	421.00
		-		

07-		AC / Heat		
1	99-3356	HVAC System: Valeo PN: 11139975A 90T, High capacity, horizontal blow combination Heat-AC system with Valeo digital thermostat control on the action area wall. HVAC unit is mounted in bulkhead at the top of the ALS. NOTE: Chevy G-3500/G-4500 Type III Models ONLY (Standard kit)	350.00	350.00
		-		
08-		Cabinets, Hardware & Miscellaneous Items		
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-		0.00
1	OPT	Cabinet Configuration- CPR Seat w/EVS V-4 seat belt system	670.00	670.00
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.		
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.		0.00
1	STD	Action Area and Switch Panel: Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.		0.00
1	STD	Bulkhead Wall Cabinets: Cabinet above Tech Seat- general storage w/hinged, latching door; Electrical Cabinet located over cabin-module connection w/latching, FLIP-DOWN, vented door		0.00
2	STD	Bulkhead hallway Cabinets: Upper cabinet- general storage with non-locking, hinged door; Lower cabinet- general storage facing rear w/VENTED REMOVABLE PANEL-to latch at top - OPENING TO BE AS LARGE AS POSSIBLE, Panel print: #33-103274		0.00
1	B.O. #951	ALS Cabinet: Upper Section- Dual solid hinged doors with single round non-locking Southco latch at the top of each door and a cylinder lock on the right door. Upper section will be shorter and shall have <u>inside access only</u> and shall have a clear opening minimum of 10"H. Lower Section- Dual 1/2" Acrylic doors with Eberhard 2-point paddle latches and (1) adjustable shelf. Lower section will have inside/outside access. NOTE: For RP90 use only	622.00	622.00
1	99-0798	Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door. NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR	238.00	238.00
1	99-0546	Cargo Net: Head of Squad Bench, bolted to taping plates in the floor, wall and ceiling. PN: ZRS-NETMEX009-02-B. NOTE: Type I / III ME166, RP-90, MSV II ONLY.	387.00	387.00
1	Modified	Squad Bench: (Box out around Comp #6 inside bench)		0.00
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion except over Sharps/Waste Area.		
	2	(2) EVS V-4 Belted seating positions w/progressive foam back and head pads and (3) short bottom straps for 2nd Patient restraint		
1	STD	Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.		0.00
1	STD	Rear Overhead: Vinyl wrapped foam header over rear doors.		0.00
1	99-1058	Seating: EVS 1880 Child Safety Seat, (1) Rear facing automotive style chair with 4Pt seat belt system mounted on standard steel base- ILOS 4Pt seat. NOTE: BLW or RP-90ES Models that have V-4 Seat Belt Harness as standard.	405.00	405.00
1	STD	Seat Base: EVS CB-Side storage base for EVS Technician's Seat		0.00
1	STD	Assist Rail: overhead off-center toward Streetside of unit.		0.00
3	STD	Grab handles: 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door		0.00

2	99-0997	Grab Handles: (1) 12", 304 Stainless Steel with 30° offset and oval mounting flanges (PN: 63-07-3213 / 49-10-3755). "Not for use on forward door frame on SL-157, MSV-II 170 ALS or any ALS cabinet with hinged doors." NOTE: Must specify handle position forward or rearward on door frame of curbside entry door using 1/4" x 20 Type F self tapping machine screws. LOCATION: (1) Just inside side entry door on bench side, in between cargo net mounting feet on door frame. LOCATION: Just inside rear curbside entry door on rear entry door frame.	223.00	446.00
1	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.		0.00
4	99-0029	Inventory Control: For sliding polycarbonate cabinet doors- Footman loops and hole drilled in grab handle for wire tie; Price per cabinet location. Specify Location(s): Four sliding Lexan cabinets on main wall	49.00	196.00
09- Cots & Miscellaneous Items				
1	99-0725	Cot Mount: Stryker, Power/Performance Load Systems, install floor mount plate "Only". ILOS 175-3 Location: Dealer Must Specify Mounting Location NOTE: RP-80ES, BLW and Chevy Van Models Only.	1042.00	1042.00
10- Paint & Lettering				
1	STD	Paint: Body all OEM White		0.00
	1000100	Roof Star ONLY, INSTALLED	110.00	110.00
SHIP LOOSE				
2	STD	Fire Extinguisher: (2) 5 lb- Ship Loose is Standard		0.00

I have reviewed this Order and find it to be acceptable and ready to build.

Date: _____
Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

Date: _____
Dealer Signature

NEW!

Please click the link below to complete the Medix Purchase Agreement Standard Terms & Conditions.

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UTC-05:00 Eastern Time (US & Canada)

13448 (1) Class 3 Chevrolet 3500 Chassis w/ Type III Ambulance Body - Jamestown Fire Department

Award phase

1 Information

2 Fill out & submit

3 Submitted: (1)

Description:

This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.

Documents:

23166-SPECS-13448-JamestownFireDept.pdf 335 Kb

Download

Preview

Buyer

Start

Office of General Services

New York State Office of General Services

Lead buyer

Contact person:

Carol Neelis

(518) 474-3695

carol.neelis@ogs.ny.gov

Information

Messages

3 Unread (3)

Schedule

Award phase: Jun 16 2023 12:00 PM

View all

Question & Answer

Pose your questions here and view all questions and answers

Price lists (Read-Only)

1. Chassis Pricing Sheet

Settings

PROCEDURE: Price request

View all

Documents

Related to this Solicitation

Questionnaires

1. Chassis and Body Mini-Bid Response

Specification Details

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Bill Gorman

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Company administrator:

Michael Sobczak

715-675-3859

msobczak@rooman.com

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13448 (1) Class 3 Chevrolet 3500 Chassis w/ Type III Ambulance Body - Jamestown Fire Department

Award phase

1 Information

2 Fill out & submit

3 Submitted; ()

Offers/Applications

Pricing sheet

Chassis Pricing Sheet

2 Products

100%

Filled

#	Chassis/Body	Model Year	Make	Model	Model Code	NYS Base MSRP (Chassis) / NYS Base Price (Body)	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	Chassis	2023	Chevrolet	G-3500	N/A	\$40,598	1%	\$40,191.98		\$40,191.98	1	\$40,191.98
2	Body	2023	Medix	RP-90	N/A	\$123,828	1%	\$122,589.02	\$54,960	\$177,549.02	1	\$177,549.02
Total												\$217,741

Comment:

Do not enter dollar signs (\$) or percentage signs (%) in the above fields.

The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.

The NYS Base Price (Body) is the NYS Price For Vehicle for the Body, excluding the Aftermarket Components Price, and does not require a discount.

If your vehicle does not have a model year, model, or model code enter "N/A".

No questions through Question & Answer

Export pricing sheet

Submission

Status: Submitted

on Jun 14 2023 8:40:59 PM

2 Products

8 Questions

Bill Gorman

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Company

Company administrator:

Michael Sobczak

718-675-3839

msobczak@gorman.com

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Specifications for:
Type III Ambulance – 146”L x 90”W x 68”HR
2023 Chevrolet G-3500 Gas

City of Jamestown Fire Department
200 Spring Street
Jamestown, NY 14701

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

AUTOMOTIVE EMERGENCY MEDICAL SERVICES AMBULANCE Type III Chevrolet G-3500 Gasoline - 146"L x 90"W x 68"HR Module

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City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

SCOPE & GENERAL REQUIREMENTS

This specification describes a commercial cutaway chassis with a transferable modular body converted into a Type III, 4x2 ambulance configuration as defined in the currently approved Federal Specification for Star-of-Life Ambulance KKK-A-1822 inclusive of all GSA change notice requirements. Unless otherwise specified, this vehicle shall be manufactured in accordance with these current requirements along with the design and safety requirements of the National Highway Traffic Administration and the U.S. Department of Transportation. Documentation shall be submitted with the bid that validates the manufacturer's current and full compliance with the current KKK-A-1822 requirements or submits proof of the manufacturer's intent to have this testing completed prior to delivery of the proposed new ambulance. The completed vehicle shall not be accepted if not in full compliance. The ambulance described herein shall be type and model tested to and in compliance with the National Truck Equipment Association's Ambulance Manufacturing Division, Standards 001 – 028 and all currently required SAE test requirements. Certifications must be current to manufacturer's most recent manufacturing/engineering design criteria.

The standard for the configuration and design of this ambulance exceeds the current KKK Federal Specification due to the requirements of this department. Manufacturers who are unwilling or unable to meet the requirements herein will not be considered.

The primary manufacturer shall submit proof that it is a 'member in good standing' with the Ambulance Manufacturers Division (AMD) of the National Truck Equipment Association (NTEA).

The purpose of these specifications is to provide a set of minimum general requirements and test parameters for the manufacture of an emergency medical care ambulance that meets the needs and desires of this agency. The bidder is responsible for understanding that this specification establishes the essential criteria for design, performance, equipment and appearance of the ambulance or rescue vehicle. This specification requires an all-aluminum modular exterior and interior wall structure. The compartment and cabinet sizes are critical, and changes will not be allowed. While it is not the intent of this specification to preclude any qualified bidder, it must be clear that any bidder deviating in any substantial manner from these specifications will be rejected as non-compliant.

This is an engineer, design, construct and delivery type specification and it is not the intention of this agency to write out vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of this agency. With the intent to standardize certain components, therefore, in numerous places we have named specific brands of components. This has been done to establish a certain standard of quality. Other brands will be accepted providing the vendor provides documentation in the bid that the brand offered meets or exceeds the quality of the actual brand called for in the specification.

The bidder is fully responsible for carefully reviewing every requirement of this specification and to respond by checking yes or no for compliance. Requirements in this bid that are not checked off with a Yes or No response will automatically be interpreted as non-compliant and incomplete. The bidder must include separate documentation clearly marked "Exceptions" that includes line-item references to the page number and category where any exception is taken. Written responses, in lieu of the required yes or no response will not be accepted. All

City of Jamestown Fire Department - BID SPECIFICATIONS

**Bidder Complies
Exactly as Written**

Yes No

“Yes” responses will be interpreted as an indication of strict compliance with the written requirements of these specifications. Incomplete or inconsistent bids will be rejected.

Bids taking total exception to these specifications or bids submitted for stock units not meeting these specifications will automatically be rejected.

All bid prices shall be complete and include warranty and delivery of the completed vehicle to the purchaser. Payment shall be made in accordance with the terms, and conditions of these specifications. Payment will be made upon delivery and acceptance of the vehicle(s) and equipment specified herein.

Bid prices shall be valid for 30 days from the date of the bid opening, or as otherwise specified in the bid proposal. Payment in full will be made as each unit is received, inspected and found to comply with these specifications. The vehicles(s) shall be free of damage and properly invoiced.

It is the intent of this bid document to make available to other entities, by mutual agreement with the successful bidder, the right to purchase the same or like equipment and or products, at the prices quoted, subject to regular price increases, for the period of the contract. Each bidder shall indicate in the bid proposal if the bidder will honor other entities’ orders, in accordance with contract terms and conditions. This procedure is sometimes identified as a “piggy-back” bid.

By submission of this signed bid response, the bidder certifies under penalty of perjury, that to the best of his/her knowledge that the pricing in this bid response has been prepared independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such pricing with any other bidder or competitor. The bidder also acknowledges that the pricing quoted has not been discussed with or disclosed by the bidder prior to the opening of the bid, either directly or indirectly.

Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices.

1.0 MANUFACTURER

1.1 Shall be a modified vehicle up fitter approved by the OEM chassis manufacturer whose chassis is used to complete this Specified vehicle. Additionally, the manufacturer shall hold current certification in the Ford Motor Company Qualified Vehicle Modifier Program, and shall submit a copy of the QVM certificate as part of the bid proposal. This certification

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

ensures the integrity of the "conversion" of a vehicle into an ambulance regardless of chassis make.

1.2 Shall submit a copy of current certification of compliance with Federal Specification KKK-A-1822 for the type vehicle described herein, as prepared by an ISO/IEC 17025 certified, independent, third-party testing laboratory.

1.3 Shall carry not less than ten million dollars (\$10,000,000.00) in product liability insurance. The bidder's proposal packet shall include a copy of the ambulance manufacturer's current insurance certificate.

1.4 Shall employ full-time Parts personnel.

1.5 Shall employ a full-time Electrical Troubleshooter.

1.6 Shall employ a full-time Service/Warranty Representative.

1.7 Shall furnish custom Computer Aided Design (CAD) interior and exterior construction drawings specific to the vehicle to be produced under this Specification. Drawing dimensions must comply with AMD Standard 019- Measuring Guidelines: Cabinets and Compartments

The drawing package shall include the following:

1. Streetside Exterior Detail
2. Curbside Exterior Detail
3. Front & Rear Exterior Detail
4. Streetside Interior Detail
5. Curbside Interior Detail
6. Front & Rear Interior Detail
7. Overhead Floor Layout Detail
8. Overhead Ceiling Layout Detail

1.8 Shall furnish custom CAD electrical illustrations (including physical layouts of switch panels and electrical component mounts) and electrical schematics specific to the vehicle to be produced under this Specification.

1.9 Shall furnish proof of manufacturing complete ambulance packages for a minimum of 15 years.

1.10 The ambulance and the allied equipment required by this specification shall be the manufacturer's current commercial ambulance model of the type and class specified. The ambulance shall be complete with the required options and accessories as specified herein. Items will be furnished with such modifications as may be necessary and specified to enable the ambulance to function reliably and efficiently in a strenuous, sustained operation. The design of the vehicle and the specified options shall permit accessibility for servicing, replacement and adjustment of components and accessories with minimum disturbance to other components and systems. The term "heavy-duty" as used, shall describe equipment or items that are in excess of the usual quality or capacity that is normally supplied with standard production vehicles or components.

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

1.11 This department requires that the manufacturer of the ambulance be a 100% American owned company. American owned defines the manufacturer as well as the majority equity owners of the manufacturer as US companies, individuals and/or stockholders.

The ambulance and the allied equipment required by this specification shall be the manufacturer's current commercial ambulance model of the type and class specified.

1.12 The bidder shall be obligated to provide an estimated delivery time from award of bid and a selection of flooring, upholstery and graphics design and colors for the customer to make the appropriate selections. These color selections shall become a part of the customer's order and the bidders manufacturing document.

1.13 The bidder's proposal packet shall include copies of all warranties listed in these following detailed specifications. The minimum acceptable required warranties are: Conversion Warranty, Electrical Warranty, Modular Structural Warranty and Paint Warranty. The bidder shall include a copy of these warranties within the proposal package. If the bidder does not include a copy of the warranties, the bid will automatically be rejected.

Manufacturer's Name: _____

Address: _____

Contact Person for Questions Regarding Bid: _____

Phone Number: _____ Fax Number: _____

Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Date: _____

SERVICE ABILITY FORM

Service Center Location:

Distance in miles (one way) from local service center Location to the Purchaser's Location is: _____ miles.

Is this shop an authorized warranty center for the apparatus builder?

Is this shop owned and operated by the dealer of the ambulance being bid?

Is the Service Center enclosed and heated?

Number of full time Service Center Employees: _____

Number of fully equipped mobile service vehicles: _____

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

Is your shop equipped to handle the following repair work:

Cab & Chassis Repairs:

Body Repairs:

Paint Work:

General Fabrication:

General Welding:

Frame & Spring Repairs:

Power Train Repairs:

Electronic Diagnostic and Repair:

SERVICE CENTER REQUIREMENTS

The Purchaser places a very high priority on service. All bidders shall therefore provide complete details, in writing with photos of their ability to service the apparatus proposed, including but not limited to the following:

1. Service facility: size, location, bays, paint and body capabilities, fabrication capabilities, lift capabilities, and other capabilities. Provide photos.
2. Mobile service vehicles: number and limitations. Provide photos.
3. Certified service employees: number of EVT and ASE certified technicians.
4. Service: hours of operation.
5. Emergency contact and service outside of regular business hours.
6. Parts volume at local service facility. Provide dollar amount and photos of local parts inventory.

The service ability section of these specifications will be a major factor in determining the successful bidder. Limited manpower does not allow for the apparatus to be taken to various places for repairs. It is the desire of the Purchaser that repairs to the apparatus that can be reasonably accomplished in the fire station shall be done so to reduce the out of service time of the apparatus.

The bidder's factory authorized service center shall have a minimum of two fully equipped service vehicles, which shall carry spare parts and repair equipment needed to work on the apparatus proposed.

The bidder's service center shall have a fully enclosed and heated facility which shall be located within **100** miles of the fire station where the apparatus proposed will be housed after delivery, and must be owned and operated by the agency selling the apparatus. This facility

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

shall have adequate security to protect this Agency's equipment while undergoing necessary service or repair. The service center shall be certified by the apparatus builder and shall be able to provide body, paint, electrical, hydraulic, HVAC and chassis repairs. NO EXCEPTIONS

The local service center shall be available for an inspection by designated representatives of the purchaser prior to bid award.

Outsourcing repairs of any type shall not be acceptable. Certified technicians employed by the dealership representing the apparatus being proposed shall complete all repairs.

Proof of dealerships liability insurance with a minimum of five (5) million dollars coverage, workers compensation, EPA and DEC compliance, as well as current business certificates must be submitted upon request.

There shall be no exception to the Service Ability section of these specifications.

BIDDERS AFFIDAVIT

Bidders Name: _____

Address: _____

I, _____ as the authorized agent for _____ do hereby swear and affirm that the following information is true and that the proposal that our firm is submitting complies with all the General Instructions, Requirements, and Specifications contained in this Bid Package, except where indicated below.

1. The apparatus offered is manufactured in the United States of America:
2. The apparatus proposed is not a prototype:
3. The performance tests shall be performed in compliance with the specifications:
4. All pages of the General Instructions, Requirements, and Specifications have been received and reviewed:
5. All questionnaires and blanks have been completed and filled in:
6. Bidder complies with Specifications without Exception:
7. Bidder complies with Design Criteria:
8. Bidder has included Apparatus Drawings per Specifications:
9. Apparatus proposed complies with dimensional requirements:
10. The manufacturer provides a program for the familiarization for the purchaser:
11. The manufacturer meets the \$10,000,000.00 product liability insurance requirement:

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		Yes	No
<p>12. All specified warranties are included:</p> <p>13. All proposed warranties are in compliance with specifications and term length:</p> <p>14. The proposed apparatus and equipment new in all respects:</p> <p>15. A complete copy of the bidder's detailed proposal is included:</p> <p>16. A separate sheet of exceptions is attached:</p> <p>17. Service Ability form completed and attached:</p> <p>18. Dimensions of the proposed apparatus are as follows:</p> <p>Module Headroom: 68"</p> <p>Module Length: 146"</p> <p>Module Width: 90"</p> <p>2.0 CHASSIS</p> <p>2.1 TYPE III AMBULANCE: The apparatus shall be a Type III, Class 1, 2-door, Chevrolet G-3500 Cutaway van with a transferable, modular ambulance body.</p> <p>2.2 AMBULANCE PREPARATON PACKAGE: The chassis provided shall be equipped with an ambulance preparation package designed and installed by the O.E.M. The package shall be designed to meet the demands and duty cycles inherent in Emergency Medical Vehicles. The chassis shall be equipped with dual 770CCA OEM batteries.</p> <p>2.3 THROTTLE – HIGH IDLE: An O.E.M. throttle control shall be provided. The throttle shall be programmed for charge protect. The throttle control module shall be located in the console base.</p> <p>2.4 GROSS VEHICLE WEIGHT RATING (GVWR): The GVWR of the chassis supplied shall be at least 12,300 pounds.</p> <p>2.5 FRONT AXLE WEIGHT RATING (GAWR-F): The GAWR-F shall be rated at no less than 4300 pounds.</p> <p>2.6 REAR AXLE WEIGHT RATING (GAWR-R): The GAWR-R shall be rated at no less than 8600 pounds.</p>			
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		Yes	No
<p>2.7 REAR AXLE TYPE AND RATIO: The axle type shall be limited slip differential with a 3.73 gear ratio.</p> <p>2.8 ENGINE: A 6.6L Direct Injection V-8 gasoline engine rated at 401HP @ 5,200 rpm / 464 lb. ft. @ 4,000 rpms shall be provided. The engine performance shall comply with or exceed all applicable KKK-A-1822 and AMD Standards.</p> <p>2.10 TRANSMISSION: A 6-speed automatic, heavy-duty electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking, Powertrain Grade Braking, and Tap-Up/Tap-Down Driver Shift Control (Requires (L8T) 6.6L gas V8 engine shall be provided.</p> <p>2.11 BATTERIES/ALTERNATOR: Two OEM batteries shall be mounted to provide easy access for servicing. The batteries shall be at least 770 CCA each. The engine shall be equipped with a single 220-amp alternator.</p> <p>2.12 BRAKES: 4-wheel anti-lock, power assisted hydraulic brakes shall be supplied by the O.E.M. The brakes shall be 4-wheel Disc type. The parking brake shall be an independent mechanical brake, provided by the O.E.M.</p> <p>2.13 TIRES: All tires shall be identical make, tread type, size and load range. For aforementioned GVWR the tires shall be LT225/75R16E. A label with the recommended tire pressure shall be located above each wheel opening, unless specified otherwise by the purchaser. All tires shall be balanced per KKK-A-1822F 3.6.10.</p> <p>2.14 STAINLESS-STEEL WHEEL INSERTS: Stainless-steel Wheel Inserts shall be installed. Both rear wheels shall have braided valve extenders installed. Wheel inserts shall not be attached to the wheels utilizing the OEM lug nuts.</p> <p>2.15 MUD FLAPS: Heavy duty rubber Mud Flaps shall be provided behind the rear dual wheels.</p> <p>2.16 SPARE TIRE: One (1) spare tire and wheel assembly shall be supplied. When the tire is to be carried on the unit, the tire hold down and O.E.M. jack and tire tools shall be provided with the spare.</p> <p>2.17 OCCUPANT RESTRAINT SYSTEM: The front, forward facing cab seats shall be equipped with O.E.M. installed Type II lap and shoulder belt assemblies.</p> <p>The seat belts shall have pre-tensioners built into the seatbelt assembly to take up belt slack during a frontal collision. The seat belt assemblies shall meet or exceed F.M.V.S.S. 208 and</p>			
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		Yes	No
<p>209. Any transition trim panels installed in the cab shall not interfere with the swivel arc of the shoulder rings.</p> <p>2.18 SUPPLEMENTAL RESTRAINT SYSTEM: An O.E.M. air bag shall be installed on the driver and passenger side. Permanent or quick release ambulance conversion components shall not interfere with air bag deployment. The air bags must be completely operational. Modifications by the secondary manufacturer are not acceptable.</p> <p>2.19 FUEL TANK: The fuel capacity shall be at least 32 U.S. gallons. The fuel range shall be at least 250 miles per KKK-A-1822F 3.4.8.</p> <p>2.20 CAB SEATS: O.E.M. High back, stain-resistant cloth covered bucket type seats shall be provided in the cab. The seats shall adjust forward and aft. Seat base must be O.E.M. After-market seats and/or bases are not acceptable due to certified requirements regarding S.R.S. (Air bag) deployment geometry. The seats shall have external moisture repellant in case of contact with blood or body fluids.</p> <p>2.21 CAB STEREO: An O.E.M. AM/FM/CD in dash radio shall be included with the chassis.</p> <p>2.22 MIRRORS: Dual Velvac 2020XG deluxe heated/remote controlled mirrors with built in convex mirror shall be provided. The chassis shall come with OEM installed option 8D8 prewire for the Velvac mirrors.</p> <p>2.23 DOOR LOCKS: The cab doors shall have O.E.M. power door locks. The system shall include a remote keyless entry system with two key fobs. A momentary rocker type switch shall active (Lock/Unlock) both cab doors.</p> <p>2.24 TRIM PACKAGE: The highest-level trim package shall be supplied from the O.E.M. The package shall include high quality chrome-like bright work on the grille face. Chrome plated steel bumper(s) shall also be supplied by the O.E.M. Argent or painted bumpers are not acceptable. The O.E.M. grille work shall remain O.E.M.</p> <p>2.25 RUNNING BOARDS: Running boards shall be constructed of .125 aluminum diamond plate and provide "splash guard" components to protect the running board surfaces from front wheel wash. There shall be a punched star burst pattern for additional traction.</p> <p>2.26 UNDERCOATING: Chassis and module shall be fully undercoated in accordance with the chassis manufacturer's guidelines.</p>			

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		Yes	No
<p>2.27 WINDSHIELD SUN VISORS: OEM, stain resistant cloth covered sun visors shall be installed over the driver's and passenger's sides of the windshield.</p> <p>2.28 ANTI-THEFT: The manufacturer shall install an OEM approved idle lock ignition security system for a Chevrolet G-3500 chassis. The activation button shall be located to the right side of the steering wheel.</p> <p>2.29 BACK-UP CAMERA: The ambulance shall utilize an RVS back-up camera system with the Harness tied into an RVS rear-view mirror style display. The camera shall be an RVS-MV3-IR.</p> <p>3.0 MODULE CONFIGURATION</p> <p>3.1 OVER ALL LENGTH: The overall length of the vehicle shall not exceed two hundred fifty-seven inches (257"). The finished vehicle shall meet or exceed KKK-A-1822F 3.4.10.4 for Angle of Departure, Ramp Break Over and Angle of Approach.</p> <p>3.2 MODULE LENGTH: The module length shall be at least one hundred fifty-three (146") inches.</p> <p>3.3 MODULE WIDTH: The module width shall comply with State requirements regarding width of vehicles permitted on its roads and highways. The module shall be ninety-four (90") inches wide, excluding lights and accessories. The rear wheels of the chassis shall not extend further than 2.5" from the vertical sidewall and be covered by fender flares as cited in Item 10.5 of this Specification.</p> <p>3.4 PATIENT COMPARTMENT HEADROOM: The headroom within the module shall be sixty-eight (68") inches. The measurement shall be taken from the center of the patient compartment floor to the ceiling panel.</p> <p>3.5 BULKHEAD CONFIGURATION: The bulkhead wall shall be open only by an 18"W x 15"H pass-thru opening. There shall be a sliding Lexan window of at least 200 square inches of viewing area. The window shall be transparent and shatterproof.</p> <p>3.6 SPARE TIRE STORAGE: Unless otherwise specified, a full size, fully inflated spare tire matching the wheels and tires mounted on the chassis shall be shipped loose. An O.E.M. jack and tire tools shall also be provided and shipped loose.</p> <p>4.0 MODULE CONSTRUCTION</p> <p>The ambulance body shall be all aluminum. The body sheet shall be reinforced with structural members designed to resist deflection and penetration and withstand conditions as</p>			

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Bidder Complies
Exactly as Written

Yes No

per the current Federal Specification KKK-A-1822 and SAE J3057. Additionally, the modular body and structural and add on components shall be tested and in full compliance with SAE J3027, SAE J3026, SAE J2917, SAE J2956, SAE J3102. The OEM ambulance manufacturer, not an outside vendor, shall manufacture the body structure. This Agency will not accept bids from ambulance manufacturers that sub-contract the manufacture the ambulance body being bid.

4.1 BODY STRUCTURE ALLOY: The side, roof, front and rear sheets shall be derived from .090 thick 5052-H-32 Aluminum sheet. The roof sheet shall be one piece, from roof rail to roof rail. The side, roof and floor structure and structural shapes shall be 6005A-T61 extruded structural aluminum. The ambulance supplier represented in this bid is required to be the manufacturer of the modular body: this agency will not accept bids from ambulance manufacturers that sub-contract the ambulance body build process to an alternate supplier.

All frame and structural members shall be MIG (metal inert gas shielded) welded together to form a "roll cage" type structure. No rivets, screws, adhesive or other mechanical fasteners shall be used for the attachment of any structural or frame member used to form this critical structure.

4.2 BODY WARRANTY: The body shall carry a 15-year warranty following the date of delivery to the end user. The warranty shall cover repairs or replacement of body elements or components that fail due to structural defects in materials and workmanship. "Lifetime Warranties" shall not be acceptable, unless the protection coverage is clearly specified and attached in its entirety, with the bid. Hollow, no content and/or unclear "Lifetime Warranties" are not acceptable.

4.3 BODY PANEL MANUFACTURE: Each body panel, front wall, rear wall, two side walls, and roof panel, shall be manufactured utilizing .090" aluminum sheet, 2"x2"x.125" and 1"x2"x.125" 6005A-T61 extruded structural aluminum framework with voids between the tubular structure filled with 2" thick block polystyrene and covered with .125" laminated Luan. These panel components shall be integrated utilizing high strength adhesives. The aluminum sheet shall be attached to the wall structure with a Methacrylate adhesive with at shear and tensile strength of approximately 2,215 psi and a tensile modulus of 157,090 psi. The block foam and ply shall be attached with a urethane adhesive with a minimum tensile strength of 300 psi. The entire assembly shall be vacuum cured to form a solid, penetration resistant composite body panel. In no case shall screws, rivets, VHB tape or any other mechanical fasteners be used to attach the skin to these structural members.

The four vertical corners shall be configured so that the actual corner wall extrusions overlap allowing the wall sections to have full, vertical seam welds outside. This offset will also allow for the four vertical corners to be stitch-welded in 5" – 6" increments every 5" along the full vertical contact point inside.

Similarly, the four sidewall structures at the roofline shall be full seam welded around the entire horizontal perimeter of the roof and stitch-welded in 5"-6" increments every 5" around the full horizontal perimeter inside. Four full-welded vertical corner seams and four full-welded horizontal roof seams shall be covered with .090" extruded aluminum, radius corner

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Bidder Complies
Exactly as Written

Yes No

extrusion welded at the corner caps and bonded with Lords 406-17 acrylic adhesive creating an integrated corner support column. The cast aluminum corner caps shall be seam-welded in place. All exterior body holes for lighting or other appliances shall be routed, drilled or punched prior to prime and paint process to assure complete coverage of raw metal and to reduce the possibility of paint breaks and resulting corrosion.

4.4 MODULE INSULATION: The insulation material installed in the walls and ceiling shall be 2" thick, 1-lb. high density block foam insulation. The material shall be cut so that it fits securely between the structural wall members and will be installed with a full urethane coating along both sides of the material to provide a permanent bond between the outer wall skin and the interior liner. The front, side, rear and roof wall panels will be filled providing full wall insulation.

Additionally, the wheel wells shall be insulated on the interior with a three-part, self-adhesive, radiant barrier material designed for extreme temperature protection and on the exterior with a two-part spray in place, adhesive foam for acoustical/thermal insulation. The underside of the side entry step well shall also be insulated with the two-part spray in place, adhesive foam.

4.5 WELD QUALITY: All welds within the modular body shall meet American Welding Society codes for structural and sheet welding. All weld sites shall be cleaned prior to welding. All welds shall be free of cracks, cavitation, oxidation and foreign substances. All MIG welds shall be shielded with Argon, during the process.

5.0 FLOOR STRUCTURE

5.1 FLOOR MEMBERS: The floor shall be at the lowest level permitted by clearances and shall meet the floor height requirements of the current KKK-A-1822 standards. The lateral and longitudinal floor structure shall consist of 2" x 2" x .250" 6061-T6 primary structural members and 2" x 2" x .125" and 1" x 2" x .125" 6005A-T61 secondary structural aluminum tubing. The finished assembly shall be securely welded to the wall structures and exterior compartments. There shall be .50" aluminum plates welded into the floor structure to facilitate mounting of the Technician's seat base and cot retention hardware. The floor weight bearing capability shall be compliant with AMD Standard 020- Floor Distributed Load Test, S4.3 Bariatric Load.

5.2 MOISTURE BARRIER: Over the floor substructure there shall be applied a moisture barrier of .060" aluminum skin. This skin shall be attached to the floor structure by a full bed application of a high-performance elastomeric adhesive/sealant. This adhesive bed shall be adequate to eliminate any material vibration and to completely seal the patient compartment from fumes and moisture penetrating the interior.

5.3 CARBON MONOXIDE PROTECTION: To prevent carbon monoxide penetration into the patient compartment, it is imperative that the entire underside of the modular body be sealed. All hollow corner structural members shall be sealed with either expansion foam or

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Bidder Complies
Exactly as Written

Yes No

sealed metal plates. This completed vehicle shall be compliant with AMD Standard 007-Patient Compartment Carbon Monoxide Test.

6.0 SIDE STRUCTURE

6.1 SHEET: The skin covering the front, sides, and rear walls shall be a .090" single aluminum sheet with an alloy and temper strength of 5052 H32 for strength, ease of welding, and corrosion resistance. Modular bodies fabricated from "multi-piece" front, rear or side skins are not acceptable to this agency.

These panel components shall be integrated utilizing high strength adhesives. The aluminum sheet shall be attached to the wall structure with a Methacrylate adhesive with at shear and tensile strength of approximately 2,215 psi and a tensile modulus of 157,090 psi. The material shall be applied full length to every structural member prior to assembly. The block foam and ply shall be attached with a urethane adhesive with a minimum tensile strength of 300 psi. The entire assembly shall be vacuum cured to form a solid, penetration resistant composite body panel. In no case shall screws, rivets, VHB tape or any other mechanical fasteners be used to attach the skin to these structural members.

6.2 SIDE STRUCTURAL MEMBERS: The side assembly shall be reinforced vertically with extruded square aluminum structural tubing a minimum of sixteen (16) inch centers. These structural members shall be 2" x 2" x .125" 6005A-T61 structural aluminum tubing. To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed, the extrusion shall be designed that each boxed formed corner extrusion on the sides, front, rear, and roof overlap the opposing extrusion, thus allowing for full length vertical welds on the entire outside of the body and interval welds on the inside of the body. There shall be .50" aluminum plates welded into the curbside and streetside walls structure to facilitate the mounting of a PRO4 4-point harness restraint system. Each harness restraint system/seating position along the curbside or streetside wall shall be pull tested to 6,000 pounds and passed SAE J3026 Dynamic testing. These structures shall be MIG welded together to form the body's roll cage and corner impact protection.

6.3 CORNER SIDEWALL ASSEMBLY: The four full-welded vertical corner seams and four full-welded horizontal roof seams shall be covered with .125" extruded aluminum, radius corner extrusion bonded with Lord's 406-17 acrylic adhesive with a tensile strength of 4,650 psi and an elastic modulus of 130,000 psi creating an integrated corner support column. The cast aluminum corner caps shall be seam-welded in place. All exterior body holes for lighting or other appliances shall be routed, drilled or punched prior to prime and paint process to assure complete coverage of raw metal on edges of holes.

7.0 ROOF STRUCTURE

7.1 PERIMETER EXTRUSIONS: The roof's substructure assembly shall consist of perimeter extrusions, lateral roof bows, and interconnecting corner caps.

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Bidder Complies
Exactly as Written

Yes No

7.2 ROOF SHEET: The roof skin shall be .090" and will have an alloy and temper strength of 5052 H32. The skin shall be attached to the perimeter and lateral roof bows with a high strength structural Methacrylate adhesive with a tensile strength with a minimum 2,150 PSI and a tensile modulus of at least 157,090 PSI. The material shall be applied full length to every structural member prior to assembly and then cured in a vacuum bonding process to provide even and consistent adhesion of the roof skin to the structural extrusions. The use of screws, rivets, VHB tape or other mechanical fasteners be used to attach the skin to the lateral roof bows.

7.3 ROOF BOWS: The lateral roof bows shall be 2" x 2" x .125" primary and 1" x 2" x .125" 6005A-T61 secondary extruded structural aluminum tubing. These structures shall be MIG welded together to form the body's "roll cage". These structural members shall be located so that the roof skin is supported on a minimum "center" distance of 14 inches. The roof bows shall interconnect with the roof side rails and be continuously welded at all contact points. In no case shall a lateral roof bow have free span of more than 42 inches. There shall be eleven (11) .125" aluminum plates welded into the roof structure to facilitate mounting of the patient compartment dome lights. There shall also be .250" aluminum plates welded into the roof structure to facilitate mounting of the overhead grab rail and a cargo net at the head of the squad bench. There shall be 1" x 2" x .125" tubing welded into the roof structure to provide secure mounting support for four CPI model 2008 folding IV hanger.

7.4 ROOF CORNERS: The roof rail extrusions shall be welded together along the roof bow mating walls at the corners. In addition, the outer surfaces of the roof rail extrusions shall be continuously M.I.G. welded to cast aluminum corner castings. The castings shall have integral flanges behind the weld sites to interlock the joint. These extrusions shall be attached and sealed along their entire length with a high strength acrylic adhesive, Lord 406-17 or equivalent.

8.0 DOOR STRUCTURE

8.1 DOOR SKIN: The door skin shall be .090 thick 5052-H32 aluminum sheet CNC cut and formed to create a robust, crevice free environment to mirror the mating surface of the door jamb extrusions and to provide optimum paint adhesion and corrosion resistance. The formed edges shall not have elongation cracks due to forming but shall have edges uniformly rounded for strength and aesthetic appeal. The forming process will produce a door with an integral surface for mounting a pliable air core rubberized neoprene gasket around the full perimeter of the door that will seat and seal against the mating surface on the door jamb. Each door shall have a one-inch finished hole to be fitted with a black plastic, snap-in plug. The purpose of this hole, located in the door edge adjacent to the paddle handle, shall be to provide easy access to the paddle handle internal mechanism for periodic lubrication. The CNC process will provide the cut-out for windows, latches, door panel mounting holes and hinge mounting points all machined into the finished raw door. The CNC cut fold and weld process provides a guaranteed consistent tolerance within 1/5,000th of an inch, which yields a finished product that is consistently repeatable and easily replaceable in the event of damage.

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Bidder Complies
Exactly as Written

Yes No

8.2 DOOR PANELS: The inside door panels shall be made of .090" aluminum sheet laminated to match the interior of the unit. The lower approximate ¼ of the panel surface shall have a smooth aluminum kick panel installed to protect the lower portion of the door. Exposed, raw, sheared, unfinished sheet-metal edges are not acceptable. The panels shall be fastened to the door with Phillips head stainless-steel, #10-32 machine screws with rubber washers to assist in cushioning the impact of door. There shall be a 10" x 20" aluminum diamond plate kick panel installed along the lower edge of each door.

8.3 DOOR JAMB: The door jamb shall be an extruded aluminum extrusion measuring approximately 2.725" x 3" x .1875" wall thickness to accommodate rigid fastening of compartment door components. The corners of the extruded door jamb shall be CNC mitered, fixture fit and welded full perimeter to hold the door opening square. The mounting and access points for the Nader pins, hinges and cage nuts shall be CNC routed for precision and repetitive consistency. The door jamb shall have a full perimeter flange that shall be secured to the body side skin with 3M panel bond adhesive rated at no less than 2,150PSI. The jamb shall also be secured with ¼" x 20 Type "F" self-tapping, stainless-steel sheet metal screws installed around the full perimeter of the framed door opening into the wall structure that is welded into place around the door opening in the side wall structure. The jamb shall be CNC to accommodate the consistent placement of the TriMark cage nuts used to mount the Nader pins and for consistently locating the door hinge.

8.4 HINGE: All doors shall have stainless-steel, continuous, piano hinges. The pin diameter shall be .250" and staked into place to prevent drifting out of the hinge leaves. The knuckle lengths shall be 1". Alternating mounting slots shall be incorporated in the hinge to facilitate fine adjustment. The hinge attachment bolts shall be ¼" x 20 x 1" long stainless-steel Type F pan head screws. The screws shall be spaced 4 inches apart on each leaf for the full length of the hinge. The tapping points along the door and jamb shall be designed in and CNC placed for consistently repetitive production and ease of replacement. The hinges for each individual door shall be identically cut for all common door heights and the CNC process used to fabricate the door and jamb shall insure that all the door components are easily replaceable and interchangeable.

8.5 LATCHES: All exterior door latches shall be TriMark two stage, rotary type latches with and OEM installed emergency release mechanism that meet FMVSS 206 requirements for door locks and door retention components. The latches shall be through bolted to the door with 5/16 UNC countersink, machine type bolts and lock nuts that comply with the latch manufactures requirements. All entry doors shall have two rotary latches per door. To assure uniform latch timing and functional door reliability, only straight, 3/16" diameter rods shall connect the latches to the handle. All latch timing shall be set at the handle site. Other than at the latch site, bends in door latch rods are NOT acceptable.

The Nader pins for each door latch shall be installed through the door jamb into TriMark cage nut assemblies designed to be through bolted into the door jamb extrusion with grade 8 machine type bolts per the manufacturer's requirements. The cage nut assembly will support the mounting nut should the Nader pin need to be removed for maintenance or service.

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Bidder Complies
Exactly as Written

Yes No

All single, short compartment doors shall have one rotary latch. All double doors or tall compartment doors shall have two rotary latches per door. All Nader pins shall be headed to prevent the door(s) from opening under impact.

The upper and lower rotary latches on each patient compartment entry door shall be equipped with an emergency release cable with an accessible handle secured to the interior door panel. The emergency release is for use in the event of an accident or paddle handle failure and can be used to open any of the individual entry doors.

8.6 EXTERIOR HANDLES: TriMark powder coated black finished, free floating exterior paddle handles shall be provided to open all doors. Blind fasteners shall be used to fasten the handles to the door. Exposed fasteners to the outside are unacceptable for security reasons. Paddle handles shall have an isolation gasket between the paddle body and the door skin. All door skin surfaces shall be CNC cut to produce a uniform fit and shall be painted prior to installation of the hardware. The handle shall be long enough to accommodate four gloved fingers for door actuation. All paddles on single doors and leading double doors shall be locking type and keyed the same. Trailing doors shall have non-locking paddle handles mounted on the interior door panel. The inner side of all exterior handles shall have a strip of 3M Safety Grip material installed to provide a slip resistant surface in bad weather. When locked, the paddle handle shall "float" to prevent unnecessary pressure being applied which may damage the handle and function as a signal that the handle is locked.

The rotary latches for each door shall be fit with metal rods, individually clipped to both the latches and the paddle handles. The rods shall be designed to be adjustable; however, they will be secured when adjusted so that they cannot voluntarily move. The door latching assemblies shall be fully tested to comply with FMVSS 206 requirements including 30G testing, no exceptions. A copy of the testing certificate validating the door system and testing shall be provided with the bid.

8.7 INTERIOR HANDLES: TriMark powder coated black interior paddle handles shall be supplied on all module entry doors. A Lock/Unlock lever shall be installed and be clearly marked Lock/Unlock. As a safety feature, the interior paddle handles on the curbside and rear entry doors shall be capable of unlocking and opening the door without switching the Lock/Unlock lever. The interior handles shall be chrome plated.

8.8 WINDOWS: All entry doors shall be equipped with an upper window. The curbside entry door shall have a fixed pane window with a nominal area of 320 square inches. The rear access doors shall each have a fixed pane window with a nominal area of 320 square inches. All windows shall have anodized frames and blind inner mounting ring screws, fastened from the inside. The exterior portion of the frame shall have a full perimeter seal mated against the door skin. All glass shall be tinted safety glass compliant with FMVSS 205.

8.9 DOOR CHECKS: All compartment doors and the curbside entry doors shall be equipped with a heavy-duty gas strut door check (hold open). The gas strut shall keep

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Bidder Complies
Exactly as Written

Yes No

positive pressure on the door in the open and closed position. Door check brackets shall bolt through an overhead structure to provide a solid attachment to the doorframe and through a .250" support plate welded into the door. All doors shall open 90 to 110 degrees, unless otherwise specified by the end user.

Rear access doors shall open at least 150 degrees. The door checks shall be 2-piece, heavy-duty, cast aluminum, grabber type. The door shall have a ½" thick cast aluminum loop that plunges into a positive rubber/cast aluminum socket mounted on the body. Each component of the door checks shall be insulated from the skin with a rubber gasket. Each door-check component shall be rigidly mounted on the door or body with ¼" x 20 x 1" stainless-steel machine screws through .250" plates permanently mounted behind the skin to stabilize the grabber.

8.10 ENTRY DOOR ASSIST HANDLES: All entry doors shall be equipped with two-point, 1.25" diameter stainless-steel, and "ergonomic-style" grab handles to aid in door closure and entry assistance. The handles shall run horizontally, directly above the inside door handle. The door handles shall be fastened directly to the horizontal door structure that is welded into the door assembly.

8.11 DRIP RAILS: A drip rail shall be provided over each compartment to prevent water roll off from spilling into the opened compartment door. Drip rails shall be attached with double-sided adhesive tape for ease of replacement. Full height compartments shall be exempt because the perimeter roof rail drip rails cover these compartments.

9.0 COMPARTMENT STRUCTURE & CONFIGURATION

9.1 MATERIALS: All exterior compartment walls, back and floor shall be constructed of smooth aluminum and coated with a rubberized polyurethane coating, Herculiner or equivalent. The ceilings and floor components shall be CNC cut, formed and welded to provide overlapping joints. The floors and ceilings are both welded and seam sealed as necessary to the walls and back prior to applying the rubberized coating. The compartment shall be designed so that the floor to the compartment will be below the lower edge of the doorjamb.

9.2 COMPARTMENT CONFIGURATION: The exterior compartments on this vehicle shall be as follows:

9.2.1 Compartment #1: The Streetside front compartment will be designated as the Oxygen Storage compartment. The compartment dimensions will be approximately 13.75"W x 63.75"H x 13.5"D with a single door held open by a rubber door grabber. The compartment will be coated with a rubberized polyurethane coating to both reduce transfer of noise to the patient compartment interior and to facilitate cleaning.

A universal cylinder retention bracket suitable for an "M" tank shall be provided to secure a vertically stored cylinder. The retention bracket shall be

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Bidder Complies
Exactly as Written

Yes No

through bolted to the compartment wall backed by ½" aluminum plate with four 3/8-16 grade 8 bolts with grade 8 nuts. The retention bracket shall be powdercoated steel and remain rust free for the life of the ambulance. The oxygen cylinder shall be attached to the bracket with three (3) spring-buckle, webbed retention straps. The retention bracket and mounting structure shall be tested and in full compliance with SAE J-3043 requirements.

- 9.2.2 Compartment #2: The Streetside middle compartment will be designated as a stair chair storage compartment. The compartment dimensions will be approximately 30.75"W x 34.75"H x 13.75"D with a single hinged door held open by a single gas strut. The interior of the compartment will be coated with a rubberized polyurethane coating to both reduce transfer of noise to the patient compartment interior and to facilitate cleaning.

This compartment shall have 5" drop floor to accommodate the storage of a stair chair.

- 9.2.3 Compartment #3: The Streetside rear compartment will be designated as a backboard storage compartment. The compartment dimensions will be approximately 13.675"W x 76.75"H x 17.5"D with a single hinged door. The interior of the compartment will be coated with a rubberized polyurethane coating to both reduce transfer of noise to the patient compartment interior and to facilitate cleaning.

This compartment shall have two equipment straps for backboard retention.

- 9.2.4 Compartment #4/5: The Curbside front compartment will be designated as access to the ALS cabinet (#4) in the upper portion of the compartment with a sealed battery access storage area (#5) below. There will be a single access door to provide technicians with full access to equipment stored on the lower and middle interior cabinets without lifting or pulling equipment over any extrusion separating the upper and lower compartment sections. The door will be held open by a rubber grabber. The battery compartment dimensions will be approximately 15.5"W x 18"H x 15"D. The interior of the battery storage compartment will be coated with a rubberized polyurethane coating and will be vented below the chassis floor line. The ALS compartment access area will be approximately 18"W x 58"H.

- 9.2.5 Compartment #6: The Curbside rear compartment will be designated as miscellaneous storage. The compartment dimensions will be approximately 32.875"W x 25.875"H x 12"D with a single door held open by a single gas strut. The interior of the compartment will be coated with a rubberized polyurethane coating to both reduce transfer of noise to the patient compartment interior and to facilitate cleaning.

- 9.3 VENTILATION: All exterior compartments shall have louvered, automotive style ventilation to the exterior, underside of the vehicle. The oxygen cylinder compartment shall

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Bidder Complies
Exactly as Written

Yes No

be louvered through the door with a minimum of 9 square inches of free-vented area in compliance with KKK-A-1822F, 3.11.3 as well as the underbody ventilation.

9.4 STEP WELL: An intermediate, full depth step to the patient compartment floor shall be provided at the curbside entry door. The step well shall include a smooth aluminum plate step body with a Dri-Deck insert step and rubberized polyurethane walls. The step insert shall provide a step surface that is flush with the lower jamb of the side entry door. The step shall have a tread dimension of not less than 10 inches. The step well shall be illuminated by an LED light head located on the forward wall of the step well. There will be a formed stainless-steel threshold trim installed around the upper edge of the step well. The threshold will be installed with a high strength sealant adhesive to eliminate the need for mounting screw penetrations and to provide a permanent full perimeter seal. 3M safety step material shall be installed along the top of the threshold to provide a slip resistant surface.

10.0 ANTI-CORROSION/ELECTROLYSIS

10.1 EXTERIOR FASTENERS: Dissimilar metal contact is known to cause corrosion at fastener sites. All exterior device fasteners, especially light fasteners, shall not contact the painted aluminum surface. All fasteners that are NOT aluminum or plastic bodied are considered Dissimilar. Each hole drilled after the prime and paint process shall be treated with an Electrolysis Corrosion Control compound prior to installation of the mounting screws. All mounting screws shall be stainless steel and shall be coated with the Electrolysis Corrosion Control compound prior to installation.

11.0 REAR BUMPER

11.1 FRAMING: The rear step bumper shall meet or exceed current KKK-A-1822 requirement 3.9.6 and be compliant with AMD Standard 018. The bumper shall be a minimum 1/8" welded tubular steel frame with a 1/4" flange designed to be bolted directly to the chassis frame without cutting, drilling or welding. The frame shall be bolted with a minimum four 1/2" steel bolts, washers and nylon lock washers on each side. In addition, the bumper will be configured so that the bottom of the bumper shall be mounted below the body skirt-line. The steel bumper frame shall be powder coated black for a durable, corrosive resistant finish.

11.2 CENTER STEP: A flip up step shall be provided to facilitate access to the patient compartment floor loading and unloading the stretcher. The step shall be as wide as the rear access door jamb. The step shall have a grip strut surface for aggressive traction. Snow and ice shall not compromise the level of traction on the center step. A stainless-steel piano hinge shall have a staked in, 1/4" diameter pin, 1" knuckles and Type-F 1/4"x 20 stainless-steel bolts every four inches.

11.3 OUTER BUMPER PODS: The step bumper shall have an aesthetically pleasing appearance. The outer bumper pods shall be polished aluminum diamond plate. The outer

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Bidder Complies
Exactly as Written

Yes No

corners shall be rounded to eliminate sharp corners around the working area. Each pod shall have a heavy-duty rubber rear dock bumper attached to further protect the bumper.

12.0 BODY PROTECTION

12.1 FRONT OF BODY: The front of the body shall have 12" high protection plates made of aluminum diamond plate fitted between the contour of the cab and the corner posts. The corner posts shall also have 12" high formed diamond plate protection panels.

12.2 REAR OF BODY: An aluminum diamond plate kick panel shall run from rear corner post to corner post and house a recessed, cast aluminum, license plate holder. The kick panel shall be 12" in height and shall extend downward from below the rear doorjamb to the bottom edge of the body. The corner posts shall have 12" high formed diamond plate protection panels.

12.3 LOWER BODY RUB RAILS: The entire skirt-line of the body, forward and aft of the rear wheels shall have extruded aluminum "C" channel skirt rails to protect the edge of the lower body. Each rail shall be chamfered 45 degrees at each end. The rails shall be mounted with .250" x 20 stainless steel, counter sunk machine screws with a 3/16" neoprene spacer between the rail and the body. There will be a 3/4" reflective stripe installed down the center of the rail so that the hardware shall not have exposed fasteners when viewed from the standing position.

12.4 REAR ENTRY DOOR THRESHOLD: At the rear entry doors, a full width, formed, stainless-steel jamb protection plate shall be provided to prevent the cot frames from chipping the body paint. The threshold shall extend in a single piece from 6" inside the rear door opening along the surface edge down to 1/2" below the bottom of the lower edge of the doorjamb. The threshold will be mounted with a sealant/ adhesive to eliminate the need for screws and to provide a sealed edge at the floor level. 3M Safety Walk materials will be installed along the full width of the threshold step surface to provide a safe, slip resistant step area.

12.5 SIDE ENTRY DOOR STEPWELL/THRESHOLD: A rubberized urethane coated, smooth aluminum dual step shall be installed at the side entry door. The threshold transition between the side entry step well and the patient compartment floor shall be formed, bright aluminum diamond plate. The threshold shall have a high-quality anti-skid material applied in full width strips to provide a slip resistant step into the patient compartment.

12.6 COMPARTMENT THRESHOLD TRIM: There will be formed stainless-steel threshold trim installed around the upper edge of all the exterior compartment doors. The threshold will be installed with a high strength sealant adhesive to eliminate the need for mounting screw penetrations and to provide a permanent full perimeter seal.

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Exactly as Written

Yes No

12.7 MODULE FENDER FLARES: The rear fender flares shall be extruded rubber. The fender flares shall be through bolted around the wheel well opening with ¼"-20 stainless-steel pan head bolts coated with an anti-corrosion chemical.

13.0 CABINETRY

13.1 SUBSTRATES: The interior cabinets and components shall be constructed of high quality, domestic, A-C grade plywood. The exposed layers shall be hardwood on both sides of the sheet. The layers shall be free of voids between layers. Cabinet interiors shall be made from 3/8" or 1/2" thick, 5-ply plywood determined by the application for each. Bench lids, doors and the primary cabinet fascia shall be made from 3/4" thick, 7-ply plywood.

13.2 CABINET INTERIOR FINISH: Cabinet interior shall be laminated with white colored, high impact, abrasion resistant laminate. The contact adhesive shall be a high bond contact adhesive, specifically designed to bond plastic laminates to wood. Painted cabinet interiors are not acceptable. The interior corners of the cabinets shall be sealed to prevent contamination and to facilitate cleaning.

13.3 FLOOR AND SUBSTRATE: The sub floor of the module shall be 3/4" thick, 7-ply, exterior grade, A-C plywood. The vinyl floor covering shall be a Lonseal solid vinyl material.

The Lonseal flooring shall be Lonplate II Gunmetal 424.

13.4 LAMINATE: A high impact, phenol backed, high impact, and abrasion resistant laminate shall be used. The laminate shall be selected from the ambulance manufacturer's samples. The material shall be standard grade. This material as well as all interior components shall meet or exceed F.M.V.S.S. #302 (Burn Rate of Interior Components).

The laminate color shall be high-gloss white.

13.5 CABINET ASSEMBLY: To maximize fastener bite, cabinet substrate parts shall be stapled with pneumatic fired equipment. The length of the fastener shall be at least 2.25 times the thickness of the material being pierced. Staples shall be placed on two-inch intervals along the corner joints. In addition to staples, the entire cabinet assembly must be screwed together with a minimum #8 screw size and a length not less than 2.25 times the thickness of the pierced substrate. Screw heads shall be counter-sink type and driven flush. Cabinet fascia shall be CNC cut or drop cut to eliminate the use of cleats or stick built components. The use of stick built components to create cabinet components will not be acceptable.

13.6 CABINET TRIM: All trim throughout the interior conversion shall be anodized aluminum or formed stainless steel. All exposed corners within the patient compartment shall have either padded or rounded corners. Excess adhesive-sealant shall be removed.

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Exactly as Written

Yes No

Intermittent placement of screws is not acceptable due to cleaning difficulty inherent in screw head design.

13.7 FIT AND FINISH: Mitered joints throughout the interior conversion shall have a gap-less, hairline fit. Openings and misalignments at the corners are not acceptable. Misapplied trim to cover manufacturing mistakes is not an acceptable solution to poor design and/or workmanship. Doors shall be warp free. Sliding Lexan door assemblies shall be scratch free and all edges shall be smooth and free of saw marks and sharp edges. Cabinet to cabinet joints shall not require welting to create a finished/well-fit look. Cabinets shall fit tightly against the ceiling without the use of vinyl covered trim pieces to cover the seam between cabinets and ceiling. The fine line seam between the cabinets and the ceiling will be sealed with a flexible, permanent sealant/adhesive.

13.8 FUNCTION: Doors and drawers shall fit the opening. Flush fitting doors shall have even door to opening spacing around the perimeter. All doors shall open and close without binding. Drawers shall slide in and out freely, without drag. All drawers shall be mounted on side mounted, full-extension drawer slides, rated at no less than 100 pounds per pair. All hinged wood-core doors shall have positive latches.

13.9 SLIDING POLYCARBONATE DOORS: All interior cabinets requiring the sliding, transparent polycarbonate door assembly shall have a mitered, anodized aluminum frame. The polycarbonate material shall be 1/4" thick.

Each sliding door shall be fitted with an anodized, full height extruded aluminum door handle. The door pull extrusion shall also reinforce the ends of the doors. The door track/frame extrusion shall incorporate a flocked natural rubber track insert to prevent the doors from sliding free during transit. All extrusions shall be anodized.

13.10 HINGED ACRYLIC DOORS: All interior cabinets requiring a hinged, transparent door assembly shall have a 1/2" smoked acrylic door with either a full-length stainless-steel piano hinge or a combination of Southco constant torque hinges and a latch to secure each door.

14.0 CABINET CONFIGURATION

14.1 STREET SIDE: The cabinet configuration and design shall provide a product that has been tested and is in full compliance with the current KKK-A-1822, AMD and SAE test requirements. The primary configuration of the streetside main wall will include a CPR seat. The cabinets shall be easily accessible over the primary cot. The cabinet configuration and dimensions shall be described as follows:

14.1.1 Cabinet "A1" shall be located at the upper rear of the CPR seat. The cabinet shall have sliding Polycarbonate doors, and shall measure approximately 9.75"H x 19.75"W x 15"D.

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	Yes	No
<p>14.1.2 Cabinet “A2” shall be located at the mid-level rear of the CPR seat. The cabinet shall have sliding Polycarbonate doors and one (1) adjustable shelf. Cabinet A2 shall measure approximately 21.75”H x 27”W x 15”D.</p> <p>14.1.3 Cabinet “A3” shall be located at the low-level rear of the CPR seat. The cabinet shall have sliding Polycarbonate doors and one (1) adjustable shelf. Cabinet A3 shall measure approximately 21.75”H x 27”W x 15”D.</p> <p>14.1.4 The street side CPR seating area shall be approximately 32”W. The CPR seat shall include an EVS V-4 four-point seatbelt assembly. The seat base shall be equipped with a TriMark near flush mount black latch and hinged lid to access storage below the seat. There shall be a formed, welded and powder coated white cover cap on the interior of the latch to prevent damage to any item stored below the seat.</p> <p>14.1.5 Cabinet “C” shall be located above the action area. This cabinet will hereinafter be described as the “action area overhead cabinet”. The cabinet shall have sliding Polycarbonate doors and shall include one (1) adjustable shelf. Cabinet “C” shall be approximately 16.75”H x 35.25”L x 15”D.</p> <p>14.2 CURB SIDE: A two position squad bench shall be installed. Two sets of EVS V-4 four-point belts shall be supplied. The belts shall restrain two seated occupants or one secondary patient, on a back board. All seat belts and anchorages shall comply with F.M.V.S.S. 209 and 210. A padded back and head rest shall be supplied for all seated personnel along the squad bench. The cabinet configuration and dimensions shall comply with the drawings attached. Squad bench lid shall utilize gas struts as support when opened and shall have a positive paddle latch to hold the lid in the closed position.</p> <p>Located in the forward section of the squad bench shall be a separate storage area for sharps and waste containers. Access to these containers shall be through a flip up Polycarbonate lid – red in color and marked with the “BIOHAZARD” symbol.</p> <p>14.3 GLOVE BOX STORAGE: Curbside overhead glove box storage for three boxes shall be located above the side entry door. The storage box will have a hinged cover with oval access openings for and there shall be a positive latch located at each end of the cover plate. The cabinet shall have a 1” high-density foam cushion pad located across the bottom for head protection when entering or leaving the vehicle.</p> <p>14.4 SQUAD BENCH NET: A removable retention cargo net shall be mounted at the head of the squad bench, mounted to tapping plates in the floor, wall, and ceiling.</p> <p>14.5 RIGHT FRONT CABINET: The right front cabinet is hereinafter known as “ALS Cabinet”. The ALS cabinet shall be finished in color-keyed laminate. The cabinet shall be configured for ease of access from either the interior or the exterior of the ambulance unless otherwise stated below.</p>		

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Bidder Complies
Exactly as Written

Yes No

14.4.1 The upper cabinet configuration shall house the HVAC and return air filter. There shall be a removable air distribution panel and a separate return air grille with HEPA air filter.

14.4.2 The upper intermediate cabinet shall measure 10"H x 23.5"W x 20.5"D, and shall be configured with dual hinged solid doors with Southco M1 latches. There shall be a cylinder lock on the right door, and the left door shall not be able to open unless the right door is open. This section shall have inside access only.

14.4.3 The lower cabinet shall measure 31.375"H x 23.5"W x 20.5"D, and shall have dual hinged acrylic doors with Eberhart two-point latches with paddle handles, as well as one (1) adjustable shelf. This section shall have both inside and outside access.

14.5 BULKHEAD CABINETRY: The upper bulkhead cabinets shall include an electrical cabinet and a storage cabinet above the walk-through. The electrical cabinet shall be equipped with a ¾" solid wood door hinged on the right-hand side, with (2) louvered vents and a locking flip latch. The storage cabinet shall be equipped with a ¾" solid wood door hinged on the left-hand side and a LifeDefender push to close latch and LifeDefender lock.

14.6 ACTION AREA COUNTERTOP: The countertop surfaces shall be color coordinated laminate material. The edge of the action area shall have a lip to prevent items from sliding to the floor. The action area shall be forward of the CPR seat will hereinafter be called the EMSP Action Area. It shall be approximately 36"W.

14.7 TECHNICIAN'S SEAT: The Technician's seat shall be an EVS 1880 steel-framed, high-back contoured style captain's chair with a V-4 four-point belt and child safety feature. The seat shall match the other upholstery within the patient compartment. The seat base shall be a black, powder coated storage base. The Technician's seat shall be fastened with Grade 8 fasteners through the top of the seat base that is secured with Grade 8 fasteners through the floor and through 1/2" aluminum mounting plates with flat washers and Grade 8 nylon locking nuts. The technician's seat and seat base shall comply with FMVSS 207/210.

14.8 PASS-THRU CABINETS: Located to the left of and below the pass-thru of the module behind the Technician's Seat shall be two additional storage cabinets. These cabinets shall each be as follows:

14.8.1 Upper cabinet "D" shall be the cabinet left of the pass-thru. It will be approximately 23.5"H x 6.75"W x 1625"D. The cabinet will have a single hinged solid door with a LifeDefender push to close latch. This cabinet shall be configured for general storage.

14.8.2 Below the pass-thru shall be an electrical overflow cabinet. It shall have a louvered door and a thumb-latch.

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		Yes	No
<p>14.9 OCCUPANT HEAD CLEARANCE ZONES: All designated occupant seating positions in the vehicle described in the Specification shall be in compliance with AMD Standard 025-Measuring Guidelines: Occupant Head Clearance Zones.</p> <p>14.10 I.V. HANGERS: There shall be two (2) flush-mount, CPI Model #2008 IV hangers mounted, (1) at the torso area over the cot, and (1) at the torso area over the squad bench. They shall be mounted so that in the event of a forward collision, the IV hanger will fold up upon impact.</p> <p>14.11 INVENTORY CONTROL: The four (4) sliding cabinets on the interior streetside wall shall have inventory control footman's loops near each handle, along with a hole drilled in each handle for inventor control tabs.</p> <p>15.0 UPHOLSTERY</p> <p>15.1 UPHOLSTERY MATERIALS: All padding and upholstered seating shall be covered in vacuum formed vinyl. Sewn, exposed seams in the seat covers and cushions are not acceptable.</p> <p>The color of the upholstery shall be Cobalt Blue.</p> <p>15.2 SEAT / BACKREST CORE MATERIAL: The foam shall meet Federal Specification KKK-A-1822F 3.11.4. All seating and trim materials shall meet or exceed FMVSS 302-Flammability of Interior Materials.</p> <p>16.0 INTERIOR HARDWARE</p> <p>16.1 OVERHEAD ASSIST RAIL: There shall be one (1) assist rail mounted in the ceiling area of the patient compartment. This rail shall be naturally accessible to assist working technicians in maintaining their balance. The rails shall meet or exceed Federal Specification current KKK-A-1822 requirement and comply with AMD Standard 008- Patient Compartment Grab Rail Static Load Test. The rails shall be 1.25" diameter, 100% brushed stainless-steel radius formed at each end and 72" long. The assist rails shall be mounted with 1/4" x 20 stainless-steel machine screws tapped into 1/4" plates welded into the ceiling structure. The rail shall be located over the primary patient.</p> <p>16.2 ENTRY DOOR ASSIST RAILS: This rail shall be naturally accessible to assist working technicians entering and exiting the vehicle. The rail shall meet or exceed Federal Specification KKK-A-1822F. The rail shall be 1.25" diameter, 100% brushed stainless-steel radius formed at each end and 14" long. The assist rail shall be mounted with 1/4" x 20 stainless-steel machine screws tapped into 1/4" plates welded into the door support structure. The rail shall be horizontally located just below the window level on each entry door.</p>			

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		Yes	No
<p>16.3 REAR WALL ASSIST RAIL: There shall be a knurled 12" brushed stainless steel assist rail with a 30* offset mounted vertically on the wall inside primary rear entry door to assist with entering and exiting the unit. The rail will be bolted through the wall with 1/4" x 20 machine screws and into tapping plates.</p> <p>16.4 SIDE ENTRY ASSIST RAIL: There shall be a knurled 12" brushed stainless steel assist rail with a 30* offset mounted vertically on the wall at the head of the squad bench just inside the side entry door to assist with entering and exiting the unit. The rail will be bolted through the wall with 1/4" x 20 machine screws and into tapping plates.</p> <p>16.5 STRYKER POWER LOAD SYSTEM: The bidder shall install a new Stryker Power Load system in the center of the floor.</p> <p>17.0 OXYGEN, VACUUM SYSTEMS</p> <p>17.1 MAIN OXYGEN SUPPLY: Accommodation shall be made to carry and secure one (1) "M"-sized oxygen cylinder. The cylinder and its universal retention components shall be located in the streetside front exterior compartment as specified in 9.3 of this Specification.</p> <p>The Oxygen System shall also include a 50 PSI, pre-set Oxygen Regulator.</p> <p>The retention bracket shall be positioned so that the cylinder's main valve and regulator are visible through a Lexan viewing window in the forward end of the EMSP Action Area.</p> <p>17.2 OXYGEN OUTLETS: Three oxygen outlets shall be provided:</p> <p>Two (2) Oxygen outlets shall be provided in the EMSP Action Area panel. The outlet latches shall be Ohio style, quick connects.</p> <p>One (1) Oxygen outlet shall be located on the wall above the forward section of the squad bench. Outlet latch shall be Ohio style, quick-connect.</p> <p>17.3 OXYGEN HOSES: All oxygen system service hoses, fittings and devices shall be made of non-ferrous materials. Hoses used to pipe Medical Oxygen shall be 1/4" inside diameter with an abrasion resistant, green colored, electrically conductive outer jacket. All hoses, connectors and outlets shall withstand a system test pressure of 200-PSI test as prescribed in Federal Specification KKK-A-1822F 4.4.1 and AMD Standard 015- Ambulance Main Oxygen System Test. Each ambulance shall be tested. "Type Testing/Certification" is not acceptable.</p> <p>17.4 VACUUM (SUCTION) SYSTEM: A 12-Volt DC electric vacuum pump shall be installed in the upper left-hand corner of compartment #2. The system shall meet performance guidelines set forth by Federal Specification KKK-A-1822 requirement 3.12.2</p>			

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Exactly as Written

Yes No

and AMD Standard 021- Aspirator System Test, Primary Patient. An SSCOR vacuum regulator and gauge panel shall be installed in the action area control panel. The vacuum regulator shall control the vacuum pressure delivered to a collection system with a disposable collection canister. The Vacuum gauge shall not be mounted on the collection canister but on the Action Area wall as an integral part of the vacuum control panel and be hard plumbed to the electric vacuum pump. Each ambulance shall be tested. "Type Testing/Certification" is not acceptable.

17.5 PORTABLE OXYGEN CYLINDER BRACKETS: One (1) CPI OA1201-D-1 crash stable strapless portable oxygen cylinder bracket shall be supplied and mounted against the ALS cabinet in the pass-thru, 5"H from the floor to aid in cleaning.

18.0 ELECTRICAL SYSTEM – 12-Volt Direct Current

The 12 VDC Electrical system installed in this vehicle must comply with AMD Standard 005-12-Volt DC Electrical System Test. This electrical System shall be covered under the manufacturer's Warranty for a period of 72 months (6 yrs.) or 72,000 miles which ever shall occur first. The electrical system relays, breakers and control modules shall be located on the upper bulkhead wall behind the technician's seat in a cabinet with a locking door.

18.1 BODY GROUNDING: A minimum of (2) two 2" wide braided ground straps shall be bolted through the chassis frame and the floor structure of the modular body. The bolts shall be 3/8" diameter. A flat washer shall be provided under the head of the bolt, over the strap lug and an internal tooth lock washer shall be installed under the lug to preclude loosening. Chassis frames with asphalt/wax coating or E-coating shall have grounding sites prepared by lightly grinding or sanding the coating away to reveal raw metal.

18.2 GENERAL GROUNDS: To comply with federal specification KKK-A-1822F 3.7.12 plus enhance ground quality and reduce trouble shooting time, all devices wired within the ambulance conversion shall be centrally grounded on a ground bar located in the Electrical Cabinet. The ground bar is grounded to the chassis frame by a 2AWG cable and attached in the same manner as the braided body ground cables. Each device shall have a separate ground wire routed to a central buss bar then grounded via fine strand cable to the module body.

18.3 12 VOLT WIRE: All wires within the ambulance harnesses shall meet Federal Specification KKK-A-1822F 3.7.2 and 3.7.2.1. All wire insulation shall be GXL cross-linked polyethylene.

Permanent wire identification and wire function shall be stamped on 4" centers along the full length of the wire. Wire conductors shall be stranded copper. Single strand copper conductors are not acceptable due to vibration concerns and stiffness which promotes loosening of the terminals.

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	Yes	No
<p>18.4 WIRE PROTECTION: All wire within the conversion shall be protected and run in split convoluted loom with a melting temperature of 300 degrees Fahrenheit. All wire harnesses shall be clamped and routed to eliminate possibility of damage due to cut/chaffed wire. Grommets made of rubber or plastic shall be used where harnesses pass through metal or wood. Large holes and irregular shaped wire passages shall use automotive edge trim to protect the wire conduit/loom. Wire harnesses shall be neatly clamped into protective routing areas away from heat sources, unfriendly edges or moving devices.</p> <p>18.5 CIRCUIT BREAKERS: All conversion 12VDC circuits shall be protected by non-proprietary, manual reset, circuit breakers. The trip value for the breaker shall not exceed 80% of the amperage rating of the weakest component in the circuit. Branch circuit wire sizes shall be rated 125% of the expected load per KKK-A-1822F 3.7.2.1.</p> <p>18.6 12-VOLT DC OUTLETS: Three (3) 12-volt DC, 20 Ampere, cigarette style outlets shall be supplied in the following locations:</p> <ul style="list-style-type: none"> • Two (2) in the action area • One (1) in the upper section of lower ALS cabinet <p>Each outlet shall be separately protected and shall be electrically isolated from other electrical functions on the vehicle. The outlets shall be wired per Federal Specification KKK-A-1822F 3.7.7.3.</p> <p>18.7 DUAL 2-AMP USB OUTLET: There shall be a dual Vanner 2-amp USB charging receptacle mounted next to the 12-volt DC receptacle on the action area wall.</p> <p>18.8 STEALTH UNLOCK SWITCH: A stealth door unlock switch shall be hidden in the grille of the cab.</p> <p>19.0 ELECTRICAL SYSTEM - 125-Volt Alternating Current</p> <p>19.1 The 125-Volt AC Electrical System described in this Specification shall comply with AMD Standard 009- 125-Volt AC Electrical Systems Test. This electrical System shall be covered under the manufacturer's Warranty for a period of 72 months (6 yrs) or 72,000 miles which ever shall occur first.</p> <p>19.2 PRIMARY SHORELINE INLET: A 125-volt, 20-amp Kussmaul Super Auto-eject shoreline inlet shall be provided on the module streetside, positioned forward of the streetside front compartment. The inlet shall be yellow in color and shall be mounted on a removable stainless-steel plate for servicing.</p> <p>An indicator light shall be included to alert users when positive connection has been made.</p>		

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Exactly as Written

Yes No

This inlet shall supply power to all interior 125-volt outlets. The inlet shall be grounded to keep continuity with the G.F.I. breaker in the building in which the vehicle is housed or where it is most frequently connected to shore power. The inlet shall have a spring-loaded, weatherproof cover. The inlet must be a “male” plug configuration to accommodate the “female” plug on the shoreline cord. A permanent, aluminized vinyl label, stating voltage and amperage shall be located above the inlet in compliance with KKK-A-1822F 3.7.8, 3.7.8.1.

19.3 INVERTER PRE-WIRE: The vehicle shall include a complete pre-wire for a 1200 watt maximum 'UL' listed inverter with internal transfer relay and battery conditioner. The pre-wire shall include a wired connection to the shoreline inlet and output wiring to all 125VAC outlets provided in the vehicle. There shall be a single on/off switch located on the rear action panel. This pre-wiring shall be in accordance to KKK-A-1822F 3.7.8.3 and Section 250-6 (Portable and Vehicle Mounted Generators) of the National Electrical Code (NEC).

19.4 BATTERY CHARGER: To provide protection for the vehicle's battery system, a 12 VDC, 45-amp battery charger wired to the vehicle battery system and to the 125VAC shoreline power system. (NOTE: If this agency specifies that an Inverter be installed, the Battery Charger requirement shall be deleted).

19.5 125-Volt AC OUTLETS: Two (2) 125-volt AC, hospital grade, straight blade outlets shall be provided in the following locations:

- One (1) in the action area
- One (1) in the upper section of lower ALS cabinet

The outlets must be grounded and protected by a G.F.I. (Ground Fault Interrupter) breaker. The outlets must illuminate a green indicator light when power is applied to the outlet.

20.0 ENVIRONMENTAL

20.1 REAR AIR CONDITIONING: The design of the environmental system is to provide optimal air flow and distribution of conditioned air to the module interior. Conditioned air shall be discharged from one vent area and shall be distributed through five vents evenly spaced across the face of the upper section of the ALS cabinet. The module shall have an additional, self-contained A/C evaporator unit complete with dual blower, brushless PWM motor driven, high output fans. The fans shall provide up to seven variable speeds and shall contain a 720 CFM fan. The A/C unit shall also incorporate a hot water heater core for heat. All heater hoses shall be 3/4 inch QVM approved Nomex for improved circulation. Hot water flow shall be controlled by one (1) vacuum actuated inline water valves. All A/C fittings shall be ferruled, banded, or snap ring type.

The valves shall operate with the heater/defrost controls. The unit shall be rated at least 32,000 British Thermal Units (BTU) in A/C Mode and 36,000 BTU in Heater Mode. The Vehicle A/C – Heater system must meet or exceed federal specification KKK-A-1822F 3.13.1

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

thru 3.13.3 and must be compliant with AMD Standards 011- Equipment Temperature Test, 012- Interior Climate Control Test.

20.2 REAR AC CONTROLS: The digital thermostat control switch shall be located in the action area. The thermostat shall control the On/Off function, temperature control and fan speed.

20.3 HVAC SYSTEM INSTALLATION & WARRANTY: The auxiliary heating and air conditioning system shall be installed in the ambulance at the ambulance manufacturer's facilities by technicians employed by the manufacturer of the HVAC equipment. Said technicians shall document the installation on forms provided by the HVAC manufacturer and on forms required by the ambulance manufacturer. Warranty on the installation of, and the equipment content and performance of the equipment, shall be the sole responsibility of the HVAC manufacturer.

21.0 CONSOLES, SWITCH PANELS

21.1 CAB CONSOLE: The ambulance conversion control console shall be ergonomically designed, fully formed and welded .125" 5052-H32 aluminum console and adapter to the match the contour of the engine cover. Sharp and other unfriendly edges shall be rounded. The body of the console shall be powder coated with a textured, black finish. The console shall be tested and secured in a manner to meet the requirements of SAE J3043. It shall also provide ease of accessibility for maintenance and service and to minimize engine repair access and time. The console shall include an electronic siren, the driver's switch panel, two cup-holder positions, a map pocket and area for mounting radios with a removable cover for mounting radios.

21.2 SWITCH PANEL, CAB CONSOLE: A switch panel made from a thick, translucent, acrylic sheet shall be installed on the outboard wall of the Action Area. The panel shall be coated with a black colored, rigid plastic film that evenly disperses label and indicator illumination. All switches and controls shall have illuminated legends indication function and status. The Switch Panel shall have the following minimum controls and indicators:

1. Compartment Open indicator
2. Battery On indicator
3. Door Open indicator
4. MASTER Emergency Switch, red bezel
5. Primary/Secondary Mode Switch
6. Siren/Horn Switch
7. Left Flood Switch
8. Rear Flood Switch
9. Right Flood Switch
10. Back-Up Alarm Switch
11. Spare switch positions
12. Digital Volt/Amp Meter
13. Module Disconnect Switch

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

21.3 SWITCH PANEL, ACTION AREA: A switch panel made from a thick, translucent, acrylic sheet shall be installed on the outboard wall of the Action Area. The panel shall be coated with a black colored, rigid plastic film that evenly disperses label and indicator illumination. All switches and controls shall have illuminated legends indication function and status. The Switch Panel shall have the following minimum controls and indicators:

1. Dome Lights, Streetside Switch (Hi/Lo)
2. Dome Lights, Curbside Switch (Hi/Lo)
3. Vacuum System Switch, red bezel
4. Exhaust Vent Switch
5. Inverter (if equipped)
6. Cabinet Lights
7. Thermostat
8. Module Disconnect Switch

21.4 MODULE DISCONNECT SWITCH: Two (2) three-way module power disconnect switches shall be installed, one (1) in the cab control panel, and one (1) in the action area control panel. This will allow the module power to be activated from the patient compartment.

22.0 VISUAL CONSPICUITY - EXTERIOR LIGHTING

22.1 WARNING LIGHTS: The warning light system shall meet or exceed KKK-A-1822F as demonstrated with the documentation provided by the lighting manufacturer. The warning lights shall be configured like, and flash in compliance with, KKK-A-1822F 3.8.2.1, and Table 1.

22.2 DUAL MODE FLASHERS: A dual mode Primary/Secondary flasher shall be provided for the vehicle emergency warning light system as required in KKK-A-1822F. Lights shall be configured as depicted in the attached drawings and as described below:

22.2.1 WARNING LIGHTS - FRONT WALL: The front wall shall be configured with seven (7) Whelen 900 series Super LED warning lights mounted on the front of the body. From left to right, the LED colors shall be RED / WHITE / RED / WHITE / RED / WHITE / RED. The lenses shall be clear.

22.2.2 WARNING LIGHTS - DRIVER SIDE: There shall be two (2) RED Whelen 900 series Super LED warning lights mounted on the driver side of the module; one (1) In the upper forward and one (1) in the upper rearward corners of the module. The lenses shall be clear.

22.2.3 WARNING LIGHTS - PASSENGER SIDE: There shall be two (2) RED Whelen 900 series Super LED warning lights mounted on the passenger side of the module; one (1) In the upper forward and one (1) in the upper rearward corners of the module. The lenses shall be clear.

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

22.2.4 WARNING LIGHTS – REAR UPPER: The ambulance shall be equipped with two (2) Whelen 900 series outer and one (1) Whelen 700 series center Super LED warning lights positioned on the upper module rear wall. The lights will be configured as follows: RED / Load / AMBER / Load / RED. The lenses shall be clear.

22.2.5 WARNING LIGHTS – REAR WINDOW LEVEL: This unit shall be equipped with two (2) RED Whelen 900 series Super LED warning lights mounted on the rear of the module set to show through the both of the rear door windows when the rear doors are open. The lenses shall be clear.

The red warning lights shall be wired to function as brake lights when not in emergency mode.

22.2.6 GRILLE LIGHTS: This unit shall be equipped with two (2) RED Whelen LINZ6 Series Super LED warning lights mounted on the upper cross bar of the OEM grille in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F. These LEDs shall function in the primary mode only. The lenses shall be clear.

22.2.7 INTERSECTION LIGHTS – CAB: This unit shall be equipped with (2) Whelen LINZ6 Red LED warning lights mounted in the forward area of the chassis front fenders in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F. These warning lights shall function in the primary mode only. The lenses shall be clear.

22.3 TAIL LIGHTS: The tail light configuration shall be Whelen 600 Series LED Tail/Brake, LED turn signals, and LED back-up lights installed on either side of the rear entry doors. These lights shall be stacked vertically above the diamond plate rear kick plate in the order presented above.

22.4 SCENE LIGHTS: Two Whelen gradient 900 series Opti-scene lights shall be provided on each side of the module. The curbside lights shall come on when the curbside entry door is opened.

The streetside and curbside scene lights may be turned ON/OFF with (2) two separate, right and left scene rocker switches located on the cab console switch panel. There will be a momentary disconnect switch located at the side entry door for disabling the curbside scene lights during the daylight hours.

22.5 LOAD LIGHTS: Two Whelen gradient LED 700 series load lights shall illuminate the rear of the module. Both rear lights shall come on with the opening of the leading rear access door. These rear load lights will also activate when the vehicle transmission is placed in reverse or when the rear load switch in the cab console switch panel is activated. There will be a momentary disconnect switch located on the wall at the curb side rear entry door for disabling the load lights during the daylight hours.

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

22.6 WARNING / SCENE / TAIL LIGHT BEZELS: All Whelen warning, scene, and tail-lights shall have chrome Whelen bezels.

22.7 I.C.C. LIGHTS: 3/4" round LED clearance lights shall be provided per FMVSS and D.O.T. Standards. The lights shall indicate the height and width of the vehicle and define the vehicle centerline. These lights will be mounted on the uppermost margins of the front and rear body. The lights shall be mounted in rubber grommets and the mounting location for each light shall be prepared prior to the paint process to reduce the possibility of paint break and resulting corrosion. Drilling or tapping through a painted body shall not be acceptable.

There shall be five (5) amber clearance lights (TecNiq LED model S34-AC09-1) forward facing and five (5) red clearance lights (TecNiq LED model S34-RC09-1) rear facing. Additionally, there shall be two (2) matching amber D.O.T. marker/directional lights mounted one (1) each side of the module on the rear corner extrusions and two (2) matching red D.O.T. marker lights mounted one (1) each side of the module on the rear corner extrusions. The D.O.T. marker lights shall be located approximately 48" above ground level.

22.8 LICENSE PLATE LIGHT: The license plate holder shall be a cast aluminum housing that is near flush mounted on the rear of the module. The housing shall be mounted in the lower diamond plate kick panel below the street side B/T/T lighting. There shall be two (2) LED lights installed to provide illumination to the license plate with the chassis park light circuit on.

22.9 PERIMETER LIGHTING CERTIFICATION: To assure that the exterior work lighting is adequate to perform EMS functions in a variety of settings which may require exterior illumination, the Scene and Load lights installed on this vehicle shall comply with AMD Standard 024- Perimeter Illumination Test.

22.10 COMPARTMENT LIGHTING: The compartments shall be illuminated with near flush mount LED Compartment lights. The lights shall function each time the compartment door is opened and extinguish when the door is closed. The lights shall be as follows:

- Compartment #1 – one (1) on ceiling
- Compartment #2 – two (2) on side walls
- Compartment #3 – one (1) on ceiling
- Compartment #4/5 – two (2) on side walls
- Compartment #6 – one (1) on ceiling

23.0 AUDIBLE CONSPICUITY

23.1 ELECTRONIC SIREN: The ambulance shall be equipped with an ignition powered Whelen 295SLSA1 200 watt siren mounted in the engine cover console.

There shall be a set of CPI polished cast aluminum 100 watt speakers mounted through the bumper on the outboard ends. The siren speakers shall not block airflow into the grille per

City of Jamestown Fire Department - BID SPECIFICATIONS	Bidder Complies Exactly as Written	
	Yes	No
<p>the OEM chassis manufacturer's guidelines. The siren and speakers shall meet or exceed KKK-A-1822F 3.14.4 and be compliant with AMD Standard 023- Siren Performance Test and AMD Standard 006- Patient Compartment Sound Level Test.</p> <p>23.2 BACK UP ALARM: The apparatus shall include a minimum 97 decibel back up alarm device. The alarm shall be automatically activated by shifting the vehicle transmission into reverse. The backup alarm shall include a rocker type cut-off switch located in the cab console Switch Panel. The alarm device shall be provided as required in KKK-A-1822F 3.15.2 and shall be compliant with SAE Standard J994.</p> <p>24.0 INTERIOR LIGHTING</p> <p>24.1 ACTION AREA LIGHTING: A 12-volt LED light shall be provided directly over the forward, street side work surface. A near flush, 16-inch type fixture shall be provided. The light shall have an On-Off rocker switch on the rear action area control panel.</p> <p>24.2 STEPWELL ILLUMINATION: A 12 VDC LED light shall illuminate the curbside step well per Federal Specification KKK-A-1822F 3.10.12. This light shall function upon opening the Curbside Entry Door and extinguish when the door is closed.</p> <p>24.3 PATIENT COMPARTMENT DOME LIGHTS: The patient compartment shall have eight (8) dual intensity Whelen 8" round LED dome lights in the ceiling. The domes centers shall be installed in two (2) light banks with (4) streetside overhead and (4) curbside overhead. Each bank of lights shall be individually controlled Hi/Off/Low and the configuration shall meet current KKK-A-1822 requirements 3.8.4, 3.8.4.1 and be compliant with AMD Standard 016- Patient Compartment Lighting Level Test.</p> <p>24.4 CHECK-OUT TIMER: A 5-minute check-out timer shall activate by opening the rear or side entry door when the battery switch is off. The curbside bank of dome lights shall turn on in the "low" mode. Following the first 5-minute cycle the lights will deactivate. Closing, then re-opening the side or rear entry door, can reactivate the cycle.</p> <p>24.5 DOME LIGHT TIMER SWITCH: A momentary switch located at the head of the squad bench shall power on curbside bank of dome lights when the module power is off for a period of 15-minutes.</p> <p>24.6 CABINET LIGHTING: The four (4) cabinets on the interior streetside wall and the one (1) cabinet on the interior front wall with acrylic doors shall have white Tecniq LED strip lighting wired to a switch in the action area control panel.</p>		

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

25.0 COMMUNICATIONS EQUIPMENT

25.1 COMMUNICATIONS RADIO PREWIRES: The vehicle shall be equipped with two (2) RG58-U coaxial cables routed from antenna bases mounted over the first and second module dome lights. One (1) shall terminate behind the driver's seat and one (1) shall terminate behind the action area control panel. A 12VDC battery power, ignition power, and ground lead shall also be provided for each coaxial cable. There shall be an 18" service loop at the starting point and a 36" termination loop. The radio power wires shall originate in the power distribution area and will be labeled appropriately for future installation by a radio technician.

26.0 PAINT, LETTERING, DECALS, MISCELLANEOUS

26.1 100% PAINTFILM COVERAGE: All stages of primer and paint shall cover all weather-exposed surfaces. Hinge mating surfaces on the doors and jambs shall be painted. Bare aluminum and primer-only preparation is not acceptable under door hinges. Doors shall be painted without actuation handles installed. All body cutouts for emergency lighting, shoreline receptacle, etc., shall be cut prior to initiating the prime/paint process to assure complete coverage of all exposed, raw metal.

All of the module entry and compartment doors shall be removed prior to painting and be painted separately, at the same time and identically to the module process to insure complete coverage and electrolysis protection between the stainless-steel hinge and the aluminum door and frame surfaces.

To reduce the risk of breaking paint and to provide a for a more consistently robust paint application, all light holes, the license plate bracket hole, gas filler bracket hole, all door window and handle holes and exhaust fan and any other option required mounting holes shall be cut in the module prior to beginning the paint process. Intersection light holes shall be cut in the chassis fenders and cut out must be coated with a corrosion resistant material to comply with Ford QVM requirements to prevent oxidation and rusting of the OEM metal surface.

The manufacturer's standard paint process shall provide that all surface body welds and imperfections be ground flush and body filled as needed to provide a smooth even surface that facilitates a flat smooth paint finish.

The entire exterior surface of the module shall be sanded with an air powered DA sander and a minimum 150 grit sand paper and then the module shall be washed with DX-330 cleaner/degreaser to remove any metal, oil or contaminant residue prior to the application of the seam seal process.

All exterior body seams shall be sealed with 3M panel bond/seam sealer to provide a smooth application environment for the prime and paint processes and to prevent future contamination, oxidation and corrosion.

The entire exterior surface of the module shall be coated with a primary coat of PPG "Delfleet" etch-coat primer, flash dried and then coated with a high performance PPG "Delfleet" primer sealer and baked to dry. The primer sealer coat shall be sanded to a flat

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

smooth finish to eliminate all nibs and imperfections, inspected and etch primer/sealer applied where necessary and washed with DX330 to provide a clean, smooth surface prior to the application of the base coat application.

The entire exterior surface of the module shall be coated with an application of PPG "Delfleet" color mixed base coat. The base coat shall be baked to dry and inspected for imperfections. Minor surface repairs shall be utilized to provide a smooth surface prior to the application of the clear coat material. The entire exterior surface of the module shall be coated with an application of a PPG - "Delfleet" clear coat finish that will provide a robust, durable finish. The clear coat finish shall be baked per PPG "Delfleet" process instructions prior to the finished surface process application.

After the clear coat process is completed, the entire exterior surface of the module shall then be sanded with a minimum 1200 grit sand paper and then buffed using 3M Perfect-It III buffing compound to provide a clean, high gloss final surface finish.

Without exception, the manufacturer shall monitor the entire application process. The inspection process shall provide mil-thickness measurements at numerous random locations across the body to insure that the total paint process shall provide a minimum of 5 mils dry build, without runs or sags, after the completion of the final sand and buff process.

26.2 PAINT AND COLORS: The module shall be painted white to match the chassis. Any painting performed by the manufacturer, of the body and/or chassis, shall be covered under warranty for a period of not less than four (4) years / forty-eight (48) months, and shall be sanctioned by the paint manufacturer.

26.3 ROOF STAR-OF-LIFE: A 36" vinyl star-of-life shall be installed on the roof of the module.

26.4 OTHER LETTERING & DECALS: A federal specification KKK-A-1822F "Star-of-Life" decal shall be applied to the roof of the ambulance.

The following labels shall be provided as standard.

Notice: This vehicle Equipped with 12VDC charging System (Mounted in cab)

'Shore Inlet 125VAC 60 HZ"

'125VAC Outlet'

'12VDC Outlet'

'Diesel Only' or 'Gasoline Only' (per chassis requirements)

'No Smoking/Oxygen Equipped'

(2) 'Fasten Seat Belt' signs provided: (1) located in the cab and (1) in the module.

26.5 FIRE EXTINGUISHERS: In compliance with the Federal Specification KKK-A-1822F, there shall be two (2) 5lb. ABC rated fire extinguishers with mounting brackets. These extinguishers shall be shipped loose with the completed ambulance for installation by this agency.

City of Jamestown Fire Department - BID SPECIFICATIONS

Bidder Complies
Exactly as Written

Yes No

27 REFERENCES AND STANDARDS

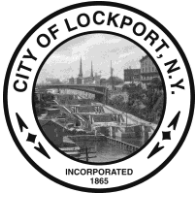
27.1 MANUALS: An Owner's Manual copied onto a thumb drive along with the OEM chassis manufacturers supplied items shall be provided with each vehicle. The information on the disc consists of the following items:

1. Chassis Warranty Card & Owner's Information
2. Chassis Maintenance and Operating Tips
3. Extra Set of Keys
4. 15 Year Module Warranty
5. 3 Year / 36,000 mile Conversion Warranty
6. 6 Year / 72,000 mile Electrical Warranty
7. 4 Year Paint Warranty
8. Care and Maintenance Instruction
9. Heater/AC Information & Warranty
10. OEM Chassis Manual
11. Schematics for Standard Systems:
 - Charging System
 - Power Distribution
 - Front Switch Panel
 - Rear Switch Panel
 - Climate Control System
 - OEM Drawings
 - Wire Harness list
 - Circuit Diagrams for all Systems
12. Conversion Component Information
13. Operations Manual
14. Warranty and Parts List - Siren, Light bar, Etc.

28 ADDITIONAL EQUIPMENT: The following equipment shall be included in the proposal price.

28.1 Stryker Power Pro 6506 XT Cot – Mid-Configuration

28.2 Stryker Power Load System – Shall be installed as stated earlier in the specification.



CITY OF LOCKPORT

One Locks Plaza
Lockport, New York 14094
(716) 439-6631
E-mail: trusso@lockportny.gov

TIM RUSSO
Director of Finance

REQUESTS FOR PROPOSALS

The City of Lockport is requesting sealed proposals for

Lockport Fire Department –Emergency Medical Equipment

Notice is hereby given that sealed proposals will be received and considered by the City of Lockport up to 2 pm on September 7th, 2023 at the office of the City Clerk, municipal building, One Locks Plaza Lockport NY, 14094.

Proposers will provide one written quote that contains the total cost of the equipment.

Please contact City Clerk Sarah Lanzo at 716-439-6776 or city.clerk@lockportny.gov with any questions.

The City of Lockport, NY reserves the right to reject any or all proposal, to consider the reputation and experience of the Proposal in making its selection; to waive any informalities or minor deviations from the proposal form, and to award work to other than the lowest quote, if good and sufficient reasons, it is considered in the best interest of the City of Lockport to do so. The City will not reimburse any costs associated with the preparation of RFP(s).

Publish Date: August 24, 2023

Introduction:

The City of Lockport invites proposals from qualified suppliers to provide emergency medical equipment as specified below. The purpose of this RFP is to identify a supplier that can meet our requirements for the following powered ambulance cot items.

Equipment Specifications:

The City is looking to procure one of each of the following Stryker items:

Product	Description
650705550001	6507 POWER PRO 2, HIGH CONFIG
650700450301	ASSEMBLY, BATTERY CHARGER
650707000002	Lithium-Ion Battery
639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*
650700450102	ASSEMBLY, POWER CORD, NORTH AM
6252000000	Stair-PRO Model 6252
6252009001	Stair-Pro Operations Manual
6250001162	In-Service Video (DVD)
6252026000	Common Components
6250021000	2 Piece ABS Panel Seat
6250160000	Polypropelene Restraint Set(Plastic Buckles)
6252022000	Main Frame Assy Option
6250024000	Standard Length Lower LiftHandles
6252027000	Footrest Option
6252040000	Removable Head Support
6250140000	O2 Bottle Holder
6252024000	No IV Clip Option

If required, vendors may elect to discuss with City officials to determine greater specifics as required. If desired, please contact Fire Chief Luca Quagliano at lquagliano@lockportny.gov or 716-439-6611.

Selection Process

It is intended that the Council will be voting on this bid on September 13, 2023. City Officials and Council may award contract, however please note that this RFP does not obligate the City to select a bidder or accept a bid at this time or any time in the future. The City can at its sole discretion revise the requirement, scope, and selections process for this RFP at any time.



PL

Quote Number: 10760919

Version: 1

Prepared For: CITY OF LOCKPORT

Attn:

Rep: Joe Rock

Email: joe.rock@stryker.com

Phone Number:

Service Rep: Christopher Bernard

Email: christopher.bernard@stryker.com

Quote Date: 08/14/2023

Expiration Date: 09/13/2023

Reference:

FSS Contract# 36F79721D0021

DUNS# 078470558

CAGE Code - 75AF1

UEID UJPNLN1M18B3

Equipment Products:

#	Product	Description	U/M	Qty	List Price	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$36,510.00	\$29,244.51	\$29,244.51
2.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	\$1,516.00	\$730.00	\$730.00
3.0	650707000002	Lithium-Ion Battery	PCE	1	\$1,059.00	\$966.00	\$966.00
4.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	PCE	1	\$33,348.00	\$26,344.92	\$26,344.92
5.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	\$35.00	\$29.75	\$29.75
8.0	6252000000	Stair-PRO Model 6252	PCE	1	\$4,760.00	\$3,570.00	\$3,570.00
8.1	6252009001	Stair-Pro Operations Manual	PCE		\$0.01	\$0.00	\$0.00
8.2	6250001162	In-Service Video (DVD)	PCE		\$0.01	\$0.00	\$0.00
8.3	6252026000	Common Components	PCE		\$0.01	\$0.00	\$0.00
8.4	6250021000	2 Piece ABS Panel Seat	PCE		\$0.01	\$0.00	\$0.00
8.5	6250160000	Polypropylene Restraint Set(Plastic Buckles)	PCE		\$0.01	\$0.00	\$0.00
8.6	6252022000	Main Frame Assy Option	PCE		\$0.01	\$0.00	\$0.00
8.7	6250024000	Standard Length Lower LiftHandles	PCE		\$0.01	\$0.00	\$0.00
8.8	6252027000	Footrest Option	PCE		\$396.00	\$350.00	\$350.00
8.9	6252040000	Removable Head Support	PCE		\$107.00	\$80.25	\$80.25
8.10	6250140000	O2 Bottle Holder	PCE		\$214.00	\$160.55	\$160.55
8.11	6252024000	No IV Clip Option	PCE		\$0.01	\$0.00	\$0.00
Equipment List Price:							\$77,945.08
Equipment Total:							\$61,475.98

ProCare Products:



PL

Quote Number: 10760919

Version: 1

Prepared For: CITY OF LOCKPORT

Attn:

Rep: Joe Rock

Email: joe.rock@stryker.com

Phone Number:

Service Rep: Christopher Bernard

Email: christopher.bernard@stryker.com

Quote Date: 08/14/2023

Expiration Date: 09/13/2023

#	Product	Description	Qty	Sell Price	Total
6.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG - 5 years of coverage v Parts, Labor, Travel v Labor, Travel Only v Preventative Maintenance v Batteries Service v Smart Equip. Management	1	\$3,357.90	\$3,357.90
7.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD *INCLUDES FLOOR PLATE* - 5 years of coverage v Parts, Labor, Travel v Labor, Travel Only v Preventative Maintenance	1	\$5,454.40	\$5,454.40
ProCare List Price:					\$13,547.00
ProCare Total:					\$8,812.30

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$815.91
Grand Total:	\$71,104.19

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

From: [Luca Quagliano](#)
To: [trusso](#)
Subject: New Amb Price
Date: Thursday, September 7, 2023 2:21:40 PM
Attachments: [Mobile Radio Quote - New Amb.pdf](#)

Tim,

I did not include the price of the service plans (\$8,112.30) in my final price

172,520.00 - vehicle

71,104.19 - Stretcher System (including service plans)

4,497.25 - mobile radio (see attached quote)

5,000 - medical equipment upfitting

3,000 - decaling (this is my best guess based on the cost of other projects we've done with D & T Graphics, still waiting for official quote)

\$256,121.44

\$247,309.14 - without the service plans

--

Luca C.P. Quagliano
Chief of Department
City of Lockport Fire Department
1 Locks Plaza, Lockport NY 14094
O: 716-439-6611 C: 716-998-0995

**CITY OF LOCKPORT MONTHLY COMBINED
SALES TAX DATA, FY 2020 - FY 2023 (MTD)**

Month	2023 Budgeted	2023 Actual	2023 Variance
January	\$ -	\$ -	\$ -
February	\$ 601,945	\$ 690,536	\$ 88,591
March	\$ 516,319	\$ 599,857	\$ 83,538
April	\$ 790,491	\$ 773,396	\$ (17,095)
May	\$ 611,642	\$ 593,445	\$ (18,197)
June	\$ 825,579	\$ 721,526	\$ (104,053)
July	\$ 561,408	\$ 686,639	\$ 125,231
August	\$ 561,269	\$ 641,532	\$ 80,263
September	\$ 557,134		\$ -
October	\$ 827,439		\$ -
November	\$ 505,240		\$ -
December	\$ 1,373,729		\$ -
Annual Total	\$ 7,732,195	\$ 4,706,931	\$ 238,278

Whereas, General Municipal Law Section 53(4) extends purchasing authorizations to be made in event of an emergency in which there is endangerment to the health, welfare, property, or taxpayers of the City of Lockport; and

Whereas, the City's Wastewater Treatment Department, in coordination with the Mayor's Office Department of Finance, and City Engineer, were required to utilize said emergency authorization for the failure of pumps at the Richfield Lift Station; now, therefore, be it

Resolved, that the Common Council hereby acknowledges the use of the emergency authorization to contract with Koester in the amount of \$112,000, and amends the FY 2023 Sewer Fund Budget as follows

Expenditures

Decrease

G.1900.54775	Contingency	\$87,000
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G.8130.54623	Utilities – Electricity	\$25,000
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Increase

G.8130.54540	Utility System Reform	\$112,000
--------------	-----------------------	-----------



QUOTATION		
DATE	NUMBER	PAGE
8/30/2023	0001370	1 of 1

B COL154
I CITY OF LOCKPORT
L 611 W JACKSON ST
L LOCKPORT, NY 14094
T US
O

S CITY OF LOCKPORT WWTP
H 611 WEST JACKSON ST
I LOCKPORT, NY 14094
P US
T
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:

716-940-7116

mmcfall@lockportny.gov

MIKE MCFALL

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
		RICHFIELD STREET PS, SMITH & LOVELESS	PAS/EJK	KOESTER DELIVER
QTY	PART	DESCRIPTION		

1.00 PARTS

SCOPE OF SUPPLY:

(1) SMITH & LOVELESS ABOVE GROUND WET WELL
MOUNTED PUMP STATION

1.00 SERVICE

SCOPE OF SERVICE:

- REMOVE EXISTING CONTROL PANEL.
- REMOVE EXISTING PUMPS AND BASES.
- MODIFY CONCRETE WET WELL LID.
- SET AND SECURE NEW SMITH AND LOVELESS WWMPS.
- MODIFY DISCHARGE PIPING IN WET WELL AS NECESSARY.

- RUN CONDUIT AND WIRE TO CUSTOMER SUPPLIED
ELECTRICAL DISCONNECT.

- INSTALL AND SECURE SUCTION LINES.
- STARTUP, TEST, AND TRAIN OPERATORS.

NOTES & EXCLUSIONS:

- ELECTRICAL UTILITY DISCONNECT BY OTHERS
- PREVAILING WAGES APPLY
- NORMAL WORKING HOURS APPLY: M-F 8AM-4PM
- BYPASS PUMPING BY OTHERS

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE.

ALL SERVICES PERFORMED BY CONFINED SPACE

TRAINED, OSHA CERTIFIED TECHNICIANS.

IF YOU WISH TO PROCEED WITH THIS PROPOSAL, PLEASE
SIGN & RETURN.

SINCERELY,

ERIC KOESTER

SERVICE & RETROFIT MANAGER

(315)395-5804

EKOESTER@KOESTERASSOCIATES.COM

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at [www.https://koesterassociates.com](https://koesterassociates.com) which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

**QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3%
PROCESSING FEE**

TOTAL: \$112,000.00

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

www.koesterassociates.com



KOESTER®

Date: August 30, 2023

To: Mike McFall

Firm: City of Lockport

Ref: Pump Station Replacement

Koester Associates is pleased to offer the following equipment solutions for the replacement of the pumping station:

Statement of Scope:

Koester shall furnish all labor, material, and equipment to perform a replacement of the existing Sanitary Sewage Pumping Station.

High Level Sequence/Scope:

1. Demo/Remove Existing Pumps and controls.
2. Install new Pumping Station, Piping and valves
 - a. Scope of Supply
 - (2) 4" Barnes Envie Submersible pumps, glycol jacketed
 - 230V/3P/60Hz
 - 165mm Impeller
 - 30' power cord
 - (2) BAF's
 - (2) Lower Guide Bar Brackets
 - (2) Intermediate Guide Bar Brackets
 - (2) Upper Guide Bar Brackets
 - (80LF) 304SS SCH80 Slide Rail
 - (40LF) 304SS Pump Guide Cable
3. Provide and install new duplex control panel
 - a. Scope of Supply
 - (1) NEMA4x SS Wall Mounted Enclosure, dead front door, pad locking handle, eqiped with the following major components:
 - Interior Panel light
 - 200 W heater thermostatically controlled panel heater
 - Cooling fans with rain hoods
 - 12" 304SS leg kit
 - b. Main Power Feed, 460V/3P/60Hz
 - c. 125 Amp Molded Case main Circuit breaker
 - d. Control Transformer
 - e. 120Vac TVSS
 - f. ABB ACQ580VFDs
 - g. Pump Monitoring Relays
 - h. Duplex Pump Controller
 - i. Level transducer
 - j. 22mm Pilot Devices
 - k. Bacakup and off float level switches
 - l. Elapsed Time meters

- m. Intrinsically safe relays as required
- n. NEMA4x Alarm beacon
- o. NEMA4x Alarm Strobe
- p. Ancillary components as required to make a complete panel
- 4. (2) New Check Valves and (2) Gate Valves
- 5. New piping as required with mega flanges in the valve pit
- 6. Pump and Control Panel startup and training
- 7. Put Facility into Operation
- 8. Final Documentation such as O&M's

High Level Schedule Overview:

It is expected to take up to 26 weeks from Notice to Proceed to manufacturer and install the new pump station and control panel. This is mainly driven by the lead time of the control panel. The fabrication drawings needed for customer approval take 4-6 weeks by the control panel manufacturer. The valve manufacturers are also non-committal to a lead time until order placement. Due to worldwide shortages of components this could lead to extended lead times. Once the equipment arrives onsite the work will entail 4-people for 4-days.

Lead time:

Submittals: 4-6 weeks

Delivery After Approval of Prints: 22-26 weeks*

**Dependent upon valves and control panel component lead times, subject to change*

Notes/Clarifications/Exclusions:

- 1. Prevailing Wages Apply
- 2. Normal Working Hours, M-F 8AM-4PM
- 3. The price does not include off hours, or holiday time
- 4. Price does not include any temporary bypass pumping, dewatering, or wet-well cleanup.
- 5. The wet-well must be plugged, cleaned, and a bypass setup prior to our arrival
- 6. Force main line to be drained into the wet-well and bypass pumped to the gravity sewer. The force main must be drained completely prior to our valve swap.
- 7. Only items and services explicitly listed in this proposal shall be provided
- 8. Factory lead times are based upon current workload. Lead times are subject to change dependent upon incoming orders.
- 9. Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Except for shipping charges, which may be subject to change at date of shipment, prices quoted shall remain firm 60 days. Payment is due net 30 days after shipment. No holdbacks or credits will be allowed.
- 10. *Handling/Removal of Hazardous Materials or export of any spoil's material
- 11. *Any Permits or professionally engineered design systems
- 12. *Any Geotechnical services, inspections, or testing

Total Construction Cost: \$117,000

Koester Associates Contact Information	
Name:	Mike Ademovic
Cell:	315-790-0561
Email:	mademovic@koesterassociates.com

Accepted on (Insert Date):

Purchaser:

Address:

Accepted by KAI on date:

Prepared by:

Koester Associates, Inc.

3101 Seneca Turnpike

Canastota, NY 13032

(315) 697-3800 phone

(315) 697-3888 fax

info@koesterassociates.com

www.koesterassociates.com

Terms and Conditions

An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products, exercise all legal options to collect the debt and cancel unshipped balances with or without resort to legal process, and Buyer agrees to pay all reasonable collection costs (including reasonable attorney fees) incurred by Company.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York. The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the products.



RAIN FOR RENT
5626 Tec Drive
Avon, NY, 14414
585-226-8280
rainforrent.com
NTHOMASHEFSKI@rainforrent.com

CITY OF LOCKPORT ENGINEERING
Account: 113281
1 LOCKS PLAZA 2
LOCKPORT, NY, 14095
Mike McFall
716-433-1612
Mmcfall@lockportny.gov

Dear Mike McFall,

Thank you for your inquiry. As requested, please find attached our proposal 1053-IND-2087740 for Lockport Pump Station 4" Bypass. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Nick Thomashefski at 585-226-8280.

Thank you, and I look forward to working with you.

Regards,

Nick Thomashefski
NTHOMASHEFSKI@rainforrent.com
Mobile: 716-888-0544
Branch: 585-226-8280
5626 Tec Drive
Avon, NY, 14414



Rain For Rent

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING

Account: 113281

Proposal: 1053-IND-2087740

Liquid Ingenuity®

Project Name	Lockport Pump Station 4" Bypass	Jobsite	Lockport Pump Station 4" Bypass
Date Prepared	8/30/2023	Est. Delivery Date	9/11/2023
Prevailing Wage	No	Est. Completion Date	11/1/2023

Project Description and Overview

PROJECT OVERVIEW

(1) Primary DV100 -4" Pump, (1) Backup DV100 4" Pump, 4" Check valve for force main, 2" Drain line, air-vent, (1) Alarm Agent with (5) Floats, and Misc. Fittings to Complete the System will be used to bypass sewage with unknown flows and suction lift. Includes alarm agent installation on quote.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

RFR will provide the follow:

- Delivery, pickup, install, and alarm agent set-up only for quoted rental products.

Scope of Work:

- (1) Primary DV100 SA -4" Pump, (1) Backup DV100- 4" Pump, 4" Check valve for force main, 2" Drain line, air-vent, (1) Alarm Agent with (5) Floats, and Misc. Fittings to Complete the System will be used to bypass sewage with unknown flows and suction lift. Includes alarm agent installation on quote.

Customer Responsibilities:

Customer will flush hose and pumps and provide removal/break down.

Customer will provide a reach lift for unloading and loading RFR equipment.

Any confined space entry to set floats or plugs.

Customer to provide sewer plugs as needed.

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:

Verbal / Written Request

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).



Rain for Rent

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING

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Proposal: 1053-IND-2087740

Liquid Ingenuity®

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 15000Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.
4. Customer is responsible for identifying at-risk service laterals to evaluate and mitigate the potential for sewage backups. Customer must communicate the risk of flooding and other potential issues to affected property owners. This may require customer to install additional sewer plugs or backflow preventers.
5. Customer will provide sewer plugs and any associated installation, monitoring, and removal of sewer plugs.
6. Customer is required to periodically start diesel back-up pumps and ensure batteries are fully charged, ready for operation.
7. Customer is responsible for any residual fluids in system once project is concluded to remove and properly dispose of.

Upon Pickup:

- Contact the RFR office at 585-226-8280 to schedule pickup when equipment/system is cleaned and ready to be released.
- **Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent.**
- RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.
- t.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 5 days prior to delivery.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

1. Delivery and first week's labor will be billed at the end of the first week of installation, supported by signed daily work tickets. Any additional labor will be billed weekly supported by signed day tickets.
2. Delivery and labor for this project will be billed upon completion of the installation.
3. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
4. Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
5. **Customer will pay for any on-site delay and wait time past 1 hour @ a rate of \$155.00/hr.**
6. All returned equipment is subject to inspection by RFR personnel either at jobsite and/or RFR facility. If damages are found, repair costs or replacement costs along with accrued rent while equipment is out of service, will be invoiced. Customer can request to inspect equipment.
7. Equipment must return with the same level of fuel as delivery. Charges will apply per gallon if filling is needed to reach original levels.

A minimum 2-hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service



Rain For Rent

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING

Account: 113281

Proposal: 1053-IND-2087740

Liquid Ingenuity®

Safety

Additional Information:

Rain For Rent employees are required to fill out, review as a group, review with visitors, and sign a Jobsite Safety Analysis (JSA) prior to commencement of any work on site. All Rain For Rent employees, as well as all Customer representatives, must be granted the authority to stop any task at any time without repercussion to discuss or correct potentially unsafe behaviors.



Rain For Rent

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING

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Proposal: 1053-IND-2087740

*****IMPORTANT*******PLEASE READ, FILL OUT, AND RETURN**

To avoid any delays in processing your order, and scheduling your delivery, please sign and date the estimate and return it along with this COMPLETED form.

The information provided below will allow us to properly set up your contract and deliver your equipment efficiently and expeditiously.

1. If your company uses/requires a purchase order number for invoicing, please include the number below:

Purchase Order# _____

- a. Please provide the email and/or mailing address that you would like invoices sent to below:

Email: _____

Address: _____

2. Is this rental TAX EXEMPT? YES** NO

****If you answered YES, please send your TAX-EXEMPT CERTIFICATE along with this form and your signed estimate. If we DO NOT have a copy on file, we MUST charge tax. Please be aware that, due to recent changes to sales tax laws in NYS, your project may be deemed ineligible for tax exemption.**

3. Is this a PREVAILING WAGE Project? YES NO

Preferred Delivery Date: _____ Preferred Time: _____

****** Please note, we will do our very best to deliver the equipment at your preferred date and time. However, deliveries are scheduled based on receipt of signed quote/purchase order and this form.**

Physical Delivery Address: _____

On Site Contact & Cell Number: _____

Office Administrator* & Number: _____

To assist with administrative details and documents

TO CALL YOUR EQUIPMENT OFF RENT, PLEASE CONTACT YOUR SALES REPRESENTATIVE:

Nick Thomashefski - (716) 888-0544 or Ryan Stiles - (585) 737-6612

Thank you for doing business with Rain For Rent!

Liquid Ingenuity®



Rain For Rent

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING

Account: 113281

Proposal: 1053-IND-2087740

Liquid Ingenuity®

RENTAL ITEMS								
Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension
2	EACH	1 Cycle	811010	Pump Trash 4" DV100 SD	\$297.09	\$594.17	\$1,782.50	\$3,565.00
3	EACH	1 Cycle	325411	Adapter 4" Female Cam x Flange AL	\$12.58	\$12.58	\$25.15	\$75.45
2	EACH	1 Cycle	325406	Adapter 4" Male Cam x Flange AL	\$12.58	\$12.58	\$25.15	\$50.30
2	EACH	1 Cycle	954469	Elbow 4" 45 Degree Female Cam x Male Cam AL	\$13.31	\$13.31	\$26.61	\$53.22
3	EACH	1 Cycle	722881	Hose 4"x10' HD Tank Truck Camlock 150#	\$50.87	\$50.87	\$101.72	\$305.16
6	EACH	1 Cycle	722934	Hose 4"x20' HD Tank Truck Camlock 150#	\$65.25	\$65.25	\$130.50	\$783.00
3	EACH	1 Cycle	320304	Tee 4" FNPT STL	\$14.78	\$14.78	\$29.56	\$88.68
3	EACH	1 Cycle	721084	Valve 4" Gate 514T11 Brass	\$26.88	\$26.88	\$53.76	\$161.28
1	EACH	1 Cycle	725454	Valve 4" Check Swing Flanged 115F Cast Iron	\$37.16	\$37.16	\$74.31	\$74.31
6	EACH	1 Cycle	955990	Nipple 4" X 6" NPT Threaded	\$11.14	\$11.14	\$22.29	\$133.74
2	EACH	1 Cycle	320046	Adapter 4" Male Cam x MNPT AL	\$11.96	\$11.96	\$23.90	\$47.80
4	EACH	1 Cycle	320044	Adapter 4" Female Cam x FNPT AL	\$11.95	\$11.95	\$23.90	\$95.60
1	EACH	1 Cycle	722096	Air Vent 4" Av150 Dairy Txt	\$16.17	\$16.17	\$32.34	\$32.34
1	EACH	1 Cycle	496939	Adapter Reducing 4"x2" Bushing GALV	\$2.99	\$2.99	\$5.98	\$5.98
1	EACH	1 Cycle	721072	Valve 2" Ball Full Port Brass	\$11.36	\$11.36	\$22.72	\$22.72
1	EACH	1 Cycle	MR IND	2"x 6" nipple	\$5.00	\$5.00	\$10.00	\$10.00
1	EACH	1 Cycle	323339	Adapter 2" Male Cam x MNPT AL	\$7.31	\$7.31	\$14.62	\$14.62
2	EACH	1 Cycle	723120	Hose 2"x20' HD Tank Truck Camlock 150#	\$40.17	\$40.17	\$80.34	\$160.68
5	EACH	1 Cycle	325990	Float Open Green w/ Tyco Lead 50'	\$17.92	\$17.92	\$35.83	\$179.15
1	EACH	1 Cycle	638022	Telemetry Alarm Agent 2.0	\$119.04	\$357.13	\$1,071.38	\$1,071.38
1	EACH	1 Cycle	726698	Stand Instrumentation	\$6.17	\$16.23	\$49.18	\$49.18
1	EACH	1 Cycle	MR IND	Trickle Charger	\$5.00	\$5.00	\$10.00	\$10.00
4	EACH	28 Day	740697	Bridge Spillguard 4" to 6"	\$2.50			\$280.00
Rental Subtotal								\$7,269.59

SERVICE ITEMS	
Description	Price
DELIVERY	\$1,917.66
INSTALL	\$1,940.00
SERVICE Engineering, Programming, and On-Site Installation of Alarm Agent and Float Pole by a Mechanic.	\$707.24
PICKUP	\$711.15
SERVICE Shop prep time for pulling, assembling, and loading of all equipment.	\$340.00
Service Total	\$5,616.05



Rain For Rent
Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING
Account: 113281
Proposal: 1053-IND-2087740

Liquid Ingenuity®

PROJECT COSTS	
Estimated Rental Total	\$7,269.59
Estimated Environmental Recovery Fees	\$236.27
Total Estimated Recurring Charges	\$7,505.86
SERVICES	
Estimated Delivery	\$1,917.66
Estimated Installation	\$1,940.00
Estimated Pickup	\$711.15
Estimated Services	\$1,047.24
GRAND TOTAL	\$13,121.91

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name

Customer Signature

Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, It must be supplied to Rain for Rent at the time of acceptance of this proposal.

PO Number: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$922.34	Accept	Decline
------------	----------	---------------	----------------

INITIAL

Created Date: 8/30/2023

**Rain For Rent**

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING**Account: 113281****Proposal: 1053-IND-2087740****Liquid Ingenuity®****OPTIONAL SERVICE ITEMS**

Description	Price	Accept/Decline
SERVICE Pump Service After 400 Hrs Runtime Includes Oil & Filter; Will Bill Actual (Portal to Portal)	\$1,418.64	
Service Subtotal		\$1,418.64

INITIAL

-By checking Accept and initializing, customer is acknowledging that the additional cost for the above items will be added to the grand total.

-Optional Estimated costs do not include taxes. Fees may vary depending on the Optional Items selected/not selected.



Rain For Rent

Sales Rep: Nick Thomashefski

CITY OF LOCKPORT ENGINEERING

Account: 113281

Proposal: 1053-IND-2087740

Liquid Ingenuity®

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain for Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at a frequency of 400 hours of runtime. This is a billable event; pricing of labor and parts are subject to current market conditions. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements or representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) It has been altered, repaired or modified in any way that would adversely affect its operation; or (3) It was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancellation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Renter and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Renter and Rentee. If Rentee has checked or Initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Renter such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Renter within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Renter's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

Tim Russo

From: Tim Russo <trusso@lockportny.gov>
Sent: Thursday, August 31, 2023 3:49 PM
To: 'jstopa@lockportny.gov'; 'Michelle Roman'
Subject: RE: Richfield Lift Station Proposals
Attachments: Richfield Lift Station proposals.pdf

Thanks for sending this (and sorry I couldn't be there in person- my kiddo is sick today) – to have it in writing, we will proceed with the new above ground option for \$112k quoted from Koester. Since the pump has failed, this is an emergency purchase and the mayor has reviewed the existing options (the other option costing \$170k total to rebuild existing pumps) and wishes to pursue this option.

You are able to proceed with having Koester do this work. I will have a resolution in the next Council meeting to authorize the purchase, and to utilize \$20k from the excess of utility costs in WWTP and the remainder from contingency.

Thank you,



Timothy Russo
Director of Finance
Finance Department
City of Lockport, NY
716.439.6631

From: jstopa@lockportny.gov <jstopa@lockportny.gov>
Sent: Thursday, August 31, 2023 9:38 AM
To: Michelle Roman <romanforlockport@gmail.com>; 'Timothy Russo' <trusso@lockportny.gov>
Subject: Richfield Lift Station Proposals

Good morning,

Attached are two quotes from Koester for options to rebuild/replace the Richfield Lift Station, and a quote from Rain for Rent for the pumps (monthly cost) that we would need if we choose to go with the second option from Koester. Mike and I will see you at 3:30pm!

Jessica Stopa
Assistant Chief Operator
City of Lockport WWTP
(716) 433-1612 Ext. 6


Budget Performance Report

Date Range 01/01/23 - 09/05/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd
Fund G - Sewer Fund									
EXPENSE									
Department 1900 - Special Items									
54070	Insurance	52,000.00	.00	52,000.00	.00	2,009.70	46,008.80	3,981.50	92
54078	Gasoline, Oil, Diesel Fuel	19,992.00	.00	19,992.00	.00	8,594.91	11,397.09	-80	100
54775	Contingency	111,845.00	(6,300.00)	105,545.00	.00	.00	.00	105,545.00	0
Department 1900 - Special Items Totals		\$183,837.00	(\$6,300.00)	\$177,537.00	\$0.00	\$10,604.61	\$57,405.89	\$109,526.50	38%
EXPENSE TOTALS		\$183,837.00	(\$6,300.00)	\$177,537.00	\$0.00	\$10,604.61	\$57,405.89	\$109,526.50	38%
Fund G - Sewer Fund Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		183,837.00	(6,300.00)	177,537.00	.00	10,604.61	57,405.89	109,526.50	38%
Fund G - Sewer Fund Totals		(\$183,837.00)	\$6,300.00	(\$177,537.00)	\$0.00	(\$10,604.61)	(\$57,405.89)	(\$109,526.50)	
Grand Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++
EXPENSE TOTALS		183,837.00	(6,300.00)	177,537.00	.00	10,604.61	57,405.89	109,526.50	38%
Grand Totals		(\$183,837.00)	\$6,300.00	(\$177,537.00)	\$0.00	(\$10,604.61)	(\$57,405.89)	(\$109,526.50)	

After \$87,000 in wage, there is \$18,545 remaining

PROJECT TITLE								STARTING YEAR	COUNCIL DISTRICT(S)		
WASTEWATER TREATMENT SLUDGE DRYER								2018	All		
DEPARTMENT					PROJECT STATUS			FUND NUMBER	ACCOUNT NUMBER		
G.8197 Sewer Equipment and Capital Outlay					Delayed			H194	H194.8197.52481		
PROJECT DESCRIPTION The Wastewater Treatment Plant (WWTP) Sludge Dryer project would total \$3.6 million in funding for its entirety. The purpose of the project would be to add another step (a gas dryer) into the building. Currently, this project is delayed as funding is not fully available. In FY 2020, bond proceeds in the amount of \$150,000 were received for the initial design and engineer work for the project and if not used, will be returned to the debt service fund (sewer cash portion) and be then transferred the following year into the sewer fund as revenue to pay for debt and bond principle and interest payments.								PROJECT MAP			
											
IMPACT ON OPERATING BUDGET				IMPACT EXPLANATION				ASSOCIATED RESOLUTIONS			
Operating Impact? Annual Cost (Savings): Will Impact <input type="checkbox"/> Personnel: \$ - Will Not Impact <input checked="" type="checkbox"/> Operations: \$ - # of Positions 0 Other: \$ - Total: \$ -				No anticipated impact at this time.				060618.5			
*PROJECT COSTS	2020	2021	2022	2023	2024	2025	2026	Total	FUNDING SOURCE(S)		
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150,000	150,000	Serial Bonds \$ 130,000.00		
									BANS Redeemed \$ 20,000.00		
TOTAL COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000			
*SOURCE OF FUNDS	2020	2021	2022	2023	2024	2025	2026	Total	TOTAL FUNDED \$ 150,000.00		
Serial Bond Proceeds	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000	UNFUNDED		
BANS Redeemed	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	PROJECT TOTAL \$ 130,000.00		
Unfunded									SCHEDULE	START	FINISH
TOTAL SOURCES	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	Design	1/1/2021	1/1/2026
									Land		
									Construction		
									TOTAL	1/1/2021	1/1/2026

By Alderwoman Farrel

WHEREAS, sludge produced at the City of Lockport (City) Waste Water Treatment Plant (WWTP) is currently being composted by a City owned and operated facility, which is located remote from the WWTP, to generate Class A Bio-solids; and

WHEREAS, the processing equipment at the compost facility has reached the end of its service life; and

WHEREAS, City WWTP operations staff and its consulting Engineer Nussbaumer & Clarke, Inc. (Nussbaumer) evaluated replacement of the compost processing equipment as well as alternatives to generate Class A Bio-solids from the City's WWTP sludge; and

WHEREAS, the evaluation considered construction costs as well as operation and maintenance costs and concluded with the recommendation to construct a natural gas sludge drying system at on the site of the WWTP; and

WHEREAS, the recommended alternative is anticipated to result in significant life cycle cost savings relative to replacing the composting equipment in its current location; and

WHEREAS, Nussbaumer submitted a proposal dated July 5, 2018 for Task 1 – Design Phase, which consists in the preparation of the design and contract documents required for obtaining contractor bids for construction of a sludge drying system at the WWTP; bid process, construction support, and inspection are not included in this proposal; now, therefore, be it

RESOLVED, that the Mayor, subject to Corporate Counsel approval, is hereby authorized to execute an agreement with Nussbaumer & Clarke, Inc., 3556 Lake Short Road, Suite 500, Buffalo, NY 14219, for a fee Not-to-Exceed of \$150,000 for the Scope of Work included in their proposal to the City to be charged to Capital Projects .

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund	H194 - Active, WWTP-Sludge Dryer								
	REVENUE								
	Department	8197 - Sewer Equipment & Cap Outlay							
35710	Serial Bond Proceeds	.00	130,000.00	130,000.00	.00	.00	130,000.00	.00	100
35731	BANS Redeemed from Appropriations	.00	20,000.00	20,000.00	.00	.00	20,000.00	.00	100
	Department	8197 - Sewer Equipment & Cap Outlay Totals	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$150,000.00	\$0.00	100%
	REVENUE TOTALS	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	\$0.00	100%
	EXPENSE								
	Department	8197 - Sewer Equipment & Cap Outlay							
52481	Infrastructure-Sewer System	.00	150,000.00	150,000.00	.00	.00	.00	150,000.00	0
	Department	8197 - Sewer Equipment & Cap Outlay Totals	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0%
	EXPENSE TOTALS	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0%
	Fund	H194 - Active, WWTP-Sludge Dryer Totals							
	REVENUE TOTALS	.00	150,000.00	150,000.00	.00	.00	150,000.00	.00	100%
	EXPENSE TOTALS	.00	150,000.00	150,000.00	.00	.00	.00	150,000.00	0%
	Fund	H194 - Active, WWTP-Sludge Dryer Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	(\$150,000.00)	
	Grand Totals								
	REVENUE TOTALS	.00	150,000.00	150,000.00	.00	.00	150,000.00	.00	100%
	EXPENSE TOTALS	.00	150,000.00	150,000.00	.00	.00	.00	150,000.00	0%
	Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	(\$150,000.00)	

City of Lockport, New York



FY 2023 Capital Budget

A Note from the Director of Finance:

I am thrilled to present to you the publication of the Fiscal Year 2023 Capital Budget for the City of Lockport, NY. This comprehensive document encapsulates the collective efforts of City leadership and management as it outlines an array of transformative projects aimed at improving our city's infrastructure and fostering community growth.

The FY 2023 Capital Budget publication showcases a total of 50 selected projects that have either received prior Common Council approval and are currently underway or are proposed by the Mayor for future implementation. With each project carefully designed to align with the long-term goals and aspirations of the City of Lockport, this budget reflects a vision for a prosperous and sustainable future.

Within this publication, you will find a wealth of information regarding each project, including detailed cost estimates, funding sources, and projected timelines. By offering transparent insights into the financial aspects of the budget, I aim to foster trust and accountability with our stakeholders. The City recognizes that open communication and collaboration are vital to the success of any initiative, and I am excited to share our plans with you.

The projects outlined in the FY 2023 Capital Budget cover a broad spectrum, ranging from essential infrastructure improvements to initiatives that promote economic development, community well-being, and environmental sustainability. The Mayor and Common Council have taken into account valuable feedback received from our community members and leveraged upcoming financial opportunities to ensure that these projects address the immediate needs of our residents while also laying the groundwork for long-term growth.

The City extends its appreciation to the residents of Lockport for their ongoing support and engagement throughout the budgeting and capital process. It is through their active participation and invaluable input that we can shape a city that we can all be proud of. We invite you to review this publication thoroughly, as it provides a comprehensive overview of the City of Lockport's vision for the future. We are confident that the implementation of these projects will bring about positive change and contribute to the continued growth and prosperity of our community.

Thank you once again for your support. I eagerly anticipate the opportunities and possibilities that lie ahead as we work together to build a bright future for the City of Lockport.

Timothy Russo
Finance Director



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PROJECT TITLE WORKPLACE VIOLENCE PREVENTION IMPROVEMENTS							STARTING YEAR 2023	COUNCIL DISTRICT(S) All
DEPARTMENT 1620 Building Maintenance				PROJECT STATUS Proposed			FUND NUMBER N/A	ACCOUNT NUMBER N/A
PROJECT DESCRIPTION <p>The City of Lockport is pursuing options to fulfil its Workplace Violence Prevention Policy by implementing various improvements. This includes acquiring new radios and communication devices, enhancing security measures, and making facility improvements. These measures aim to ensure effective communication, strengthen security protocols, and create a safe working environment for employees and visitors. Lockport's commitment to these enhancements highlights its dedication to the well-being and safety of all individuals within its jurisdiction. Note: improvements are scheduled to be made in a number of locations and within all funds.</p>							PROJECT MAP 	
IMPACT ON OPERATING BUDGET <u>Operating Impact?</u> Will Impact <input checked="" type="checkbox"/> <u>Annual Cost (Savings):</u> Will Not Impact <input type="checkbox"/> # of Positions 0				IMPACT EXPLANATION Improvements may include annual maintenance costs and upkeep. Most anticipated to result in minor increases.			ASSOCIATED RESOLUTIONS	
*PROJECT COSTS	2020	2021	2022	2023	2024	2025	2026	Total
Capital Expense	\$ -	\$ -	\$ -	\$ 250,000	\$ 220,000	\$ -	\$ -	\$ 470,000
TOTAL COSTS	\$ -	\$ -	\$ -	\$ 250,000	\$ 220,000	\$ -	\$ -	\$ 470,000
*SOURCE OF FUNDS	2020	2021	2022	2023	2024	2025	2026	Total
General Funds	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Water Funds	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ 170,000
Sewer Funds	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Unfunded								
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 470,000	\$ -	\$ -	\$ -	\$ 470,000

FUNDING SOURCE(S)		
General Funds	\$	200,000
Water Funds	\$	170,000
Sewer Funds	\$	100,000
0	\$	-
TOTAL FUNDED	\$	470,000
UNFUNDED	\$	-
PROJECT TOTAL	\$	470,000

SCHEDULE	START	FINISH
Equipment	7/1/2025	1/1/2025
Land		
Construction		
TOTAL	7/1/2025	1/1/2025

NIAGARA COUNTY DEPARTMENT OF PUBLIC WORKS

59 PARK AVENUE
LOCKPORT, NEW YORK 14094



RESULTS OF HIGHWAY MATERIAL BIDS
FOR LETTING OF MARCH 7, 2023

ALSO

PAINTING TRAFFIC LINES ON COUNTY ROADS
AND
CONTROL AND MAINTENANCE OF ROADSIDE VEGITATION
FOR LETTING OF MARCH 7, 2023

PRICES IN EFFECT FROM APRIL 15, 2023 TO APRIL 14, 2024

2023

2022 LIST OF BIDDERS (Cont.)

Bid No. 2023-16 Guide Railings, Posts and Concrete Barriers

- | | |
|---|--|
| <p>1. Chemung Supply Corp.
2420 Corning RD.
Elmira, NY 14903
Tel: 607-733-5506
Marc P. Stemerman, President
Mstemerman@chemungsupply.com</p> <p>3. Kistner Concrete Products, Inc.
3080 West Main St.
Batavia, NY 14020
Tel: 585-815-4650
Nathan Baker, Sales/Engineer
Nathan.baker@kistner.com</p> | <p>2. Pavilion Drainage Supply Co., Inc
6630 Ellicott St. Rd., Box 219
Pavilion, NY 14525
Tel: 585-584-3261
Philip J. Plossl, President
phil@pavdrain.com</p> |
|---|--|

Bid No. 2023-17 Aluminum and Steel Pipe and Precast Concrete Drop Inlets

- | | |
|--|--|
| <p>1. Advanced Drainage Systems, Inc.
4640 Trueman Blvd.
Hilliard, OH 43026
Tel: 800-733-7473
David Martin, VP, Field Sales.
david.martin@adspipe.com</p> <p>3. Chemung Supply Corp.
2420 Corning Rd.
Elmira, NY 14903
Tel: 607-733-5506
Marc P. Stemerman, President
Mstemerman@chemungsupply.com</p> <p>5. Niagara Precast, Inc.
367 Fillmore Ave.
Tonawanda, NY 14150
Tel: 716-339-5027
Brigette A. Grawe, President
brigette@niagaraprecast.com</p> | <p>2. Bihr Landscape Inc.
211 Westminster Rd.
West Seneca, NY 14224
Tel: 716-997-2448
Harold Bihr, President
nalod76@gmail.com</p> <p>4. Kistner Concrete Products
3080 West Main St.
Batavia, NY 14020
Tel: 585-815-4650
Nathan Baker Sales/Engineer
nathan.baker@kistner.com</p> <p>6. Lane Enterprises, LLC
16 May St.
Bath, NY 14810
Tel: 607-776-3366
Craig Shearer, Area Manager
jhendrickson@lane-enterprises.com</p> |
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RESULTS OF BID NO. 2023-16 GUIDE RAILINGS, POSTS AND CONCRETE BARRIERS Box Beam Guide Railing		Chemung Supply Corp.	Pavilion Drainage Supply Co., Inc.	Kistner Concrete Products	
ITEM 606.10 BOX BEAM.					
New Box Beam Guide Railing, lin. ft.	Delivered	\$51.77/FT.	\$45.00		
	F.O.B.	51.77/FT	43.90		
Box Beam Guide Railing End Assembly (Item 606.12), each	Delivered	647.20/EA	605.00		
	F.O.B.	647.20/EA	550.00		
Posts for Box Beam Guide Railing, each	Delivered	NO BID	73.35		
	F.O.B.	NO BID	67.05		
New Box Beam Guide Railing (Rustic Type), lin. ft.	Delivered	NO BID	NO BID		
	F.O.B.	NO BID	NO BID		
Box Beam Guide Railing End Assembly (Rustic Type), each	Delivered	NO BID	NO BID		
	F.O.B.	NO BID	NO BID		
Posts for Box Beam Guide Railing (Rustic Type), each	Delivered	NO BID	NO BID		
	F.O.B.	NO BID	NO BID		
UPDATED NYSDOT ITEM NUMBERS AND ADDITIONAL ITEMS					
ITEM 606.16 Corrugated Beam Guide Railing lin. ft.		24.11	40.40		
ITEM 606.18 Modified Weak-Post, Corrugated Beam Guide Rail lin. ft.		27.59	41.30		
ITEM 606.180001 Modified Weak-Post, Corrugated Beam Guide Rail (Shop Curved) lin. ft.		30.81	44.75		
ITEM 606.1801 Modified Weak-Post, Corrugated Beam Guide Rail with Extra Long Posts lin. ft.		31.31	45.70		
ITEM 606.180101 Modified Weak-Post, Corrugated Beam Guide Rail with Extra Long Posts (Shop Curved) lin. ft.		33.29	49.10		

(1) Item: 606.120101

RESULTS OF BID NO. 2023-16 GUIDE RAILINGS, POSTS AND CONCRETE BARRIERS				
Corrugated Beam Guide Railing		Chemung Supply Corp.	Pavilion Drainage Supply Co., Inc.	Kistner Concrete Products
ITEM 606.20 – CORRUGATED BEAM INSTALLED WITH I-BEAM POSTS				
Price Per Lin. Ft.:				
10 to 100 lin. ft.	NO BID	\$72.05		
101 to 200 lin. ft.	NO BID	40.15		
201 to 500 lin. ft.	NO BID	33.80		
501 to 1000 lin. ft.	NO BID	31.35		
Over 1000 lin. ft.	NO BID	28.85		
Price per additional post installed	NO BID	217.00		
ITEM 606.22 – ANCHORAGE UNITS FOR CORRUGATED BEAM GUIDE RAILING				
(Installed in conjunction with above)				
Price per each	NO BID	2068.00		

(1) Pavilion, NY