

Project Manual

for

ARFF VEHICLE



Prepared for
Augusta Aviation Commission
Augusta Regional Airport
Augusta, GA

Mead & Hunt No. 0119700-260775.01

Prepared by



July 10, 2026



Procurement Department

Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

BID ITEM #26-268
ARFF Vehicle
ADDENDUM #001
ANSWERS TO BIDDER'S QUESTIONS

TO: All Bidders
CC: Tywana Scott, Procurement Issuing Officer
Herbert Judon, Augusta Regional Airport
FROM: Andy Penick, Procurement Director *AGP*
Tywana Scott, Procurement Assurance Analyst
DATE: Monday, June 8, 23026
BID DUE: Monday, 15, 2026 at 11:00 a.m.

This Addendum #001 Answers to Bidder's Questions shall form a part of the referenced Bid item and any agreement entered into in connection therewith equally as if bound into the original document. Please acknowledge receipt of all Addenda on Exhibit A of the Bid Solicitation Document. Questions and Answers are listed below;

Clarifications to the Specifications:

When you are instructed to **ADD, DELETE, or MAKE CHANGES** to a **BID ITEM PAGE OR PAGES**, these additions, deletions, or changes **MUST** be made on the bid item pages you submit with your bidding proposal, whether handwritten or computer generated.

Changes to other pages:

When you are instructed to **DELETE** something which is **NOT** on a Bid Item Page, you may line through the text diagonally and/or print or write the word **"DELETE"** on the text being deleted. Physically removing the page(s) is not necessary.

When you are instructed to **ADD A NON-BID ITEM PAGE(S), OR PORTIONS THEREOF**, you **MUST CONSIDER** it/them in developing your bid, but the physical insertion of the new page(s) into the proposal is not necessary.

Project Manual Changes/Clarifications:

1. **Page TOC-2:** Added General Provisions Section 80. **Delete** page TOC-2 and **replace** page TOC-2 included in this Addendum No. 2
2. **Page A-4:** Updated Turret Power. **Delete** page A-4 and **replace** with page A-4 included in this Addendum No. 1
3. **Pages A-8 through A-9:** Updated MADAS and Radio Power. **Delete** page A-8 through A-9 and **replace** with page A-8 through A-9 included in this Addendum No. 1
4. **Page B-3:** Updated Amendment: 4.2.1. **Delete** page B-3 and **replace** with page B-3 included in this Addendum No. 1

5. **Pages B-5 through B-6:** Updated Cab Door and MADAS. **Delete** page B-5 through B-6 and **replace** with page B-5 through B-6 included in this Addendum No. 1
6. **Page B-15:** Removed Cold Weather Justification. **Delete** page B-15 and **replace** with page B-15 included in this Addendum No. 1

Response to Questions:

1. Question: ITB, Page 10 – Minority and Women Own Business Enterprise Program Ordinance Requirements: Please verify this is not required per the discussion during the prebid meeting.
Response: Not Required.
2. Question: Project Manual, Bid Form, BF-2, Bidders Representations, Item g. *"The unit prices bid include all applicable taxes and fees. Bid shall also include appropriate provisions for price escalation for materials and labor including but not limited to increase in federal, state and local sales taxes and income or FICA Taxes"* Please confirm the tax rate applicable for an emergency vehicle.
Response: Tax rate will be 0%.
3. Question: Project Manual, Contract Form, CF-9, Article III Liquidated Damages: *The last sentence of this paragraph 3.1 states: "The contractor shall be assessed liquidated damages as set forth in section 80, Execution and Process, subsection 80-08"* Section 80, Execution and Process was not provided in the project manual. Please verify there are no liquidated damages. If there are liquidated damages that will be assessed we would request to increase to 650 days due to volatility in the supply chain and material availability.
Response: Section 80 has been added to show liquidated damages.
4. Question: Please verify there is no bid bond required for this project.
Response: Yes, No bid bond is required; however, a 100% performance and payment bond is required.
5. Question: Manual turret operation – This is only available as the backup capability should the normal turret joystick power fail for some reason. A manual operation from inside the cab is not an available option.
Response: See Updated in Appendix A. Manual Turret Power without secondary control.
6. Question: No MADAS – The MADAS provides the agency the ability to assess what may have happened if the vehicle is involved in an incident. It is not an expensive option, and it is almost always a selected option, so we just want to verify you do not want the MADAS?
Response: MADAS will be included.
7. Question: Cold weather package – We recommend deleting this option. It does occasionally get below freezing in your area, but not for very long and usually overnight when the vehicle is inside a building. This could save money and maintenance costs, if desired.
Response: Yes, remove cold weather package.
8. Question: Cab 4 doors – No ARFF vehicles eligible to bid on this project have a 4 door cab.
Response: Did not specify 4 doors, will need 3 seats.

9. Question: No radio power or antenna taps – We suggest getting enough antenna taps and 30 amp power installed inside the vehicle, so this wiring does not need to be run after the vehicle is completed. It is allowed in Appendix A by FAA, so wiring can be preinstalled to make radio installation much easier.

Response: Radio power or antenna taps are to be included.

10. Question: The F3 foams currently approved for use by the FAA work best when getting additional aeration. Do you want to have an air aspirating roof turret or a non-air aspirating roof turret. For clarity, an air aspirating HVLA bumper turret is not available from any manufacturer and the dry chem infused to the bumper turret like you have specified is an ideal setup, so we do not recommend any changes to the bumper turret.

Response: Air aspirating roof turret is not required.

11. Question: Also, if an addendum is being issued and will not be out by the end of the week, we would like to request an additional week to complete this project.

Response: Addendum issued by the end of the week.

Please acknowledge addendum in your submittal

Andy Penick
Andy Penick, Director

END ADDENDUM

ATTACHMENTS:	TABLE OF CONTENT	(1 PAGE)
	GENERAL PROVISION	(5 PAGES)
	APPENDIX A	(3 PAGES)
	APPENDIX B	(4 PAGES)

BUY AMERICAN PREFERENCE

SOURCE: Title 49 U.S.C. § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.**

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

The bidder or offeror hereby certifies that it can comply with the requirements of 49 U.S.C. § 50101, BABA

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

Title: _____

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Buy America Requirements Certification Form (2 Pages-Page 2)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 50101, BABA

Date June 11, 2026

Signature 

Printed Name: Andrew D. Mathes

Company Name Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

Title Business Unit Director

***Note: Type 3 Waiver Required. Waiver forms are enclosed.**

A3.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☒ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

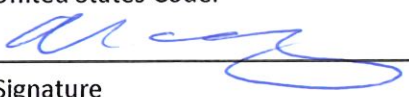
Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

June 11, 2026
Date
Oshkosh Airport Products, a Division of
Pierce Manufacturing, Inc.

Company Name


Signature
Business Unit Director

Title

-- CONFIDENTIAL --
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc. Date: 06/11/2026

FAA Eligible Item: Striker 6x6 ARFF Vehicle FAA Item Number (if applicable):

Address of Final Assembly Location: 1515 County Road O Neenah, WI 54956

1. Provide a description of the assembly process occurring at the specified final location in the United States.
 - a. Describe the final assembly process and its various operations.

The Oshkosh Striker is designed and manufactured in Oshkosh Corporation & Pierce Manufacturing facilities located in Oshkosh, Appleton and Neenah, WI. The final assembly process includes machining, fabrication, welding, painting, graphics printing, cutting & installation, vehicle alignment and testing of the completed vehicle.
 - b. How long does the final assembly process take to complete?

Final assembly requires approximately 1450 man hours per vehicle to complete.
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
 - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?

The final assembly process involves a team of approximately 60 employees that are dedicated to the ARFF product line. Skill sets include general labor to skilled trades.
 - b. What type of equipment is used during the final assembly process?

Hand, battery operated & air tools, CNC machining, laser & water jet cutting equipment, stamping & forming presses, MIG & TIG welders, industrial paint booths, computerized vinyl plotter, printing & cutting equipment, overhead cranes and precision measuring equipment.
 - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

In excess of \$145,000.

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____

Name: Andrew D. Mathes, Business Unit Director



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-137, Buy American Preferences – Final Assembly Questionnaire

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Buy American Project/Product Content Percentage Calculation – Worksheet

Applicant Information

Date of Application: 06/11/2026

Applicant Name: Oshkosh Airport Products, a Division of *Pierce Manufacturing Inc.*

Applicant Type (choose one):

☐ Prime Contractor ☒ Manufacturer ☐ Supplier

Point of Contact (First and Last Name): Dustin Raddatz

Applicant Business Address: 1515 County Road O, Suite A Neenah, WI 54956

Email address: draddatz@airport.oshkoshcorp.com

Telephone: (920) 215-5127 Extension:

Project/Product Information

FAA Eligible Project: Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Airport Sponsor: Augusta Regional Airport

Airport LOCID: AGS

FAA Award Number:

FAA Certified Equipment Number:

FAA Advisory Circular: 150-5220-10F

Total Material Cost: \$ 698,382

Total U.S. Material Content Cost:	\$ 537,795	Percentage:	77.1 %
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Total Non-U.S. Material Content Cost:	\$ 160,587	Percentage:	22.9 %
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FAA Buy American Requirements and Build America Buy America Compliance

Does this project include any iron, steel, or any of the following construction materials, not 100% produced in the United States?

☐ Yes ☒ No.

If “Yes,” indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those “construction materials” or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc. designs, manufactures and assembles Oshkosh Striker Aircraft Rescue Fire Fighting vehicles in Neenah, WI. All structural steel used in the vehicle is produced in the United States. Components that are not manufactured in house are purchased whenever possible from domestic sources. There are instances when components required to meet the performance requirements of NFPA414/1900 and the FAA 150/5220-10F Advisory Circular are not available from U.S. sources. Our procurement department is continually looking for new domestic base suppliers that can provide competitively priced products that meet the demanding specification of these specializes fire fighting vehicles.

Project Material Structure Worksheet

Level (0, 1, 2)	Material Reference Number	Project Components and (or) Subcomponents	Qty	Unit of Measure	Non-U.S. Material Cost per Unit of Measure	Total Non- U.S. Material Cost	Country of Non-U.S. Material	U.S. Material Cost per Unit of Measure	Total U.S. Material Cost	Total Material Cost
0	6x6	Oshkosh Striker 6x6 Vehicle (Material Cost Only)	1	Total Project	\$ 160,587	\$ 160,587	Sweden, China S. Korea, Japan, Canada, Taiwan India, Mexico, France,	\$ 537,795	\$ 537,795	\$ 698,382
1	N/A	Custom Chassis	1	Each	\$ 115,517	\$ 115,517	Sweden, China S. Korea, Mexico France, Japan	\$ 177,579	\$ 177,579	\$ 293,096
1	N/A	Custom Fire Fighting System	1	Each	\$ 30,634	\$ 30,634	S. Korea, China India, Mexico	\$ 191,773	\$ 191,773	\$ 222,407
1	N/A	Custom Body	1	Each	\$ 14,436	\$ 14,436	China, India Canada, Mexico Taiwan, Japan	\$ 168,443	\$ 168,443	\$ 182,879
		See attached for a breakdown of each Level 1 category.								

Augusta Regional Airport - Class 5 ARFF Vehicle			
	Cost of U.S. Origin Materials	Cost of Non - U.S. Origin Materials	Non-U.S. Country(s) of Origin
Oshkosh Striker 6x6 ARFF Vehicle			
Custom Chassis	\$177,579.00	\$115,517.00	
Scania Engine		\$73,889.00	Sweden
Allison Transmission	\$29,507.00		N/A
Frame Rails	\$4,866.00		N/A
Transfer Case	\$8,154.00	\$2,169.00	South Korea
Front Axle Assembly	\$17,393.00	\$3,628.00	South Korea, Japan
Second Axle Assembly	\$18,507.00	\$4,062.00	South Korea, Japan
Rear Axle Assembly	\$18,507.00	\$4,062.00	South Korea, Japan
Frame, Cross Members, Brackets & Hardware	\$5,943.00		N/A
Wheel Assemblies	\$2,648.00	\$14,293.00	China, France
Power Divider Assembly	\$17,734.00	\$3,420.00	South Korea
Fuel Tank Assembly	\$3,419.00		N/A
Steering System	\$18,969.00	\$3,976.00	South Korea, China
Cooling System	\$16,577.00	\$4,109.00	China
Chassis Air System	\$5,522.00	\$833.00	China, Mexico
Chassis Electrical System	\$4,892.00	\$1,076.00	China, Mexico
Engine Air Cleaner Assembly	\$2,306.00		N/A
Exhaust System	\$2,635.00		N/A
Custom Fire Fighting System	\$191,773.00	\$30,634.00	
Water & Foam Tank	\$26,994.00		N/A
Water Tank Subframe	\$5,940.00		N/A
Dry Chemical Tank	\$4,694.00		N/A
Dry Chemical Agent System	\$13,206.00	\$2,899.00	South Korea, China
Water Pump	\$15,197.00		N/A
Water Fill Piping	\$2,095.00	\$2,559.00	China
Structural Firefighting System	\$20,836.00	\$6,938.00	China
Foam System	\$27,732.00	\$11,431.00	China
Roof Turret	\$11,949.00	\$1,418.00	Mexico, China
Bumper Turret	\$35,038.00	\$3,507.00	Mexico, China
Preconnect Handline System	\$11,318.00	\$1,053.00	China
Dual Agent Hose Reel	\$10,860.00	\$632.00	China
Firefighting Control System	\$5,914.00	\$197.00	China, India
Custom Body	\$168,443.00	\$14,436.00	
Cab Structure	\$26,045.00		N/A
Cab Body Panels, Glass and Doors	\$12,151.00		N/A
Cab Interior	\$8,199.00	\$1,033.00	China
Cab Mirrors	\$654.00		N/A
Roof Hatch	\$2,279.00		N/A
Cab Instruments	\$9,379.00	\$821.00	China, India
LG-Alert		\$1,682.00	Canada
Drivers Seat	\$1,688.00		N/A
Turret Operator Seat	\$630.00		N/A
Crew Seats	\$1,134.00		N/A
Cab Labels, English	\$172.00		N/A
PA System - Air Horn & Siren	\$1,004.00	\$76.00	Mexico
Data Logger	\$4,193.00	\$327.00	China, Japan
Camera System , Thermal Imaging	\$8,289.00		N/A
Camera System, Rear Vision		\$84.00	China
Centerbody Compartments	\$27,617.00	\$2,880.00	China
Compartment Shelving	\$1,472.00	\$69.00	China
Rear Service Compartment & Body Panels	\$21,124.00	\$1,714.00	China
Winterization System	\$6,631.00	\$821.00	China
Rear Access Ladder	\$2,263.00	\$107.00	China
Top Deck Handrails	\$1,709.00		N/A
FMVSS Lighting System	\$4,273.00		N/A
Work Lighting System		\$1,023.00	China, Mexico
Compartment Lights		\$841.00	China, Mexico
Ground Lighting System		\$409.00	China, Mexico
Generator, 10KW System	\$18,259.00	\$1,739.00	China, Mexico
Electric Cord Reel	\$2,548.00	\$254.00	China, Mexico
Compartment Outlets	\$35.00	\$287.00	China, Mexico
Flood Light System	\$4,595.00	\$269.00	China, Mexico
Emergency Warning Lights	\$2,100.00		N/A

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Level (0, 1, 2)	Material Reference Number	Project Components and (or) Subcomponents	Qty	Unit of Measure	Non-U.S. Material Cost per Unit of Measure	Total Non- U.S. Material Cost	Country of Non-U.S. Material	U.S. Material Cost per Unit of Measure	Total U.S. Material Cost	Total Material Cost

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– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF
INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature:  Date: 06/11/2026

Name (Print): Andrew D. Mathes

Title: Business Unit Director

FOR FAA USE ONLY

(Check the appropriate Waiver Type and Scope check boxes below)

Applicable FAA Waiver Type

- ☐ Type I Public Interest (HQ Only)
- ☐ Type II Nonavailability (HQ Only)
- ☐ Type III More than 60% and Final Assembly within the U.S.
- ☐ Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- ☐ BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

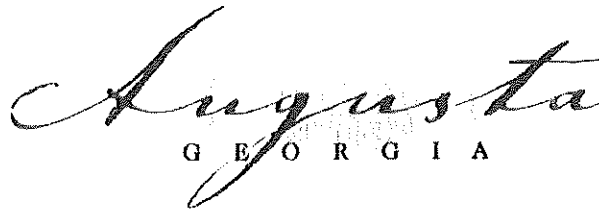
- ☐ Project Specific
- ☐ Nationwide – (General Applicability) (For HQ Only)

Justifications

- ☐ Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA Use Only Section



FEDERAL

ITB #26-268

April 30, 2026

ARFF Vehicle

For

Augusta-Richmond County (herein "Augusta")

On behalf of the Augusta Regional Airport

Located at 1501 Aviation Way, GA 30906

ITB Due: Monday, June 15, 2026 @ 11:00 a.m.

One Original and One Electronic Version of ITB
on a USB Drive shall be submitted

Andy Penick
Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901

Invitation to Bid

Sealed bids will be received at this office until **Monday, June 15, 2026 @ 11:00 a.m.** Bids openings are open to the public in the Procurement Department located 535 Telfair Street, Suite 605 Augusta, GA 30901 and additionally via Teams: Meeting ID: 289 147 868 891 995; Passcode: Tv7ch9Zc for furnishing:

Bid Item #26-268 ARFF Vehicle for Augusta, GA – Augusta Regional Airport

No submittal will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

Bid documents may be obtained on the Augusta, Georgia web site under the Procurement Department ARCBid (<http://appweb2.augustaga.gov/NewARCBid/ARCBid.html>), Euna OpenBids (<https://network.demandstar.com>) and Georgia Procurement Registry (<https://ssl.doas.state.ga.us/gpr/index>). Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will also be posted on the above listed website. No bids may be withdrawn for a period of ninety (90) days after bid have been opened, pending the execution of contract with the successful bidder. A 100% performance bond and a 100% payment bond will be required for award.

Optional pre-bid conference will be held on **Monday, June 1, 2026 @ 11:00 a.m.** via Teams; Meeting ID: 238 265 648 863 784; Passcode: Ex3h5QV6.

Questions, request for clarifications or interpretations regarding this bid must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations must for this bid must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business **Tuesday, June 2, 2026 @ 5:00 P.M.**

Bidders are cautioned that acquisition of the bid documents through any source other than the office of the Procurement Department is not advisable. Acquisition of bid documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

No bids will be accepted by email; all bids must be received by mail or hand delivered.

Publish:

Augusta Chronicle May 14, 21, 28, 2026

PROCUREMENT DEPARTMENT

ELECTRONIC TEAMS INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP, RFQ, and Bid Openings to award quality contracts for Augusta. Bidders may participate in our Public Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC BID INSTRUCTIONS

Optional Pre-Bid Conference ITB 26-268 AEFF Vehicle
for Augusta Regional Airport
Monday, June 1, 2026 @ 11:00 a.m.

TEAMS Pre- Bid Conference:

1. Go to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter meeting ID: 238 265 648 863 784
2. Password: Ex3h5QV6

Bid Opening - openings are open in the public
in the Procurement Department
located at 535 Telfair Steet, Suite 605, Augusta, GA 30901

Bid Opening ITB 26-268 AEFF Vehicle
for Augusta Regional Airport
Monday, June 15, 2026 @ 11:00 a.m.

TEAMS Opening (optional):

1. Go to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter meeting ID: 252 965 883 563 60
2. Password: Tv7ch9Zc

INSTRUCTIONS TO SUBMIT

- 1.1 Purpose: The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.
- 1.2 Viewing the Augusta Code: All bids are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
- 1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances, and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 All protests shall be made in writing to:
- Attn: Andy Penick
Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901
Email: procbidandcontract@augustaga.gov
- 1.6 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors' License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.7 Terms of Contract: (Check where applicable)
- ☐ (A) Annual Contract
☒ (B) One time Purchase.
☐ (C) Other



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND **DO NOT** SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Exhibit A is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Exhibit A Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Bidder must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Exhibit A. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You **Must** acknowledge all Addenda. See Page 1 of Exhibit A.

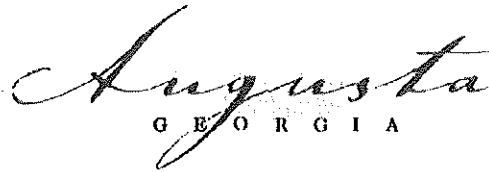
E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful vendor will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)

**Exhibit A**

Augusta, Georgia Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Bidder: Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

Street Address: 1515 County Road O, Suite A

City, State, Zip Code: Neenah, WI 54956

Phone: (920) 215-5127 Email: draddatz@airport.oshkoshcorp.com

Where/How did you hear about this solicitation? Mail - ITB

Attach a copy of your Business License, W-9, and your General Contractor License.

If applicable, provide a copy of the following:

Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE

Acknowledgement of Addenda: (#1) X; (#2) ____; (#3) ____; (#4) ____; (#5) ____; (#6) ____; (#7) ____; (#8) ____;

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities. The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debatement from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91 (b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91 (a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

For additional information or to enroll your company, visit the State of Georgia website:

<https://www.e-verify.gov/employers/enrolling-in-e-verify>

** (E-Verify Number) 32855

Pierce Manufacturing, Inc. / Oshkosh Corporation

Name of Public Employer

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

Executed on June 11, 20 26 in Neenah (City), WI (State).

Signature of Authorized Officer or Agent

Andrew D. Mathes, Business Unit Director

Printed Name and Title of Authorized Officer or Agent

NOTARY COMMISSIONING

Subscribed and sworn before me on this 11th day of June, 20 26

April 18, 2029

DUSTIN G. RADDATZ

Notary Public

State of Wisconsin

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissioners specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the two (2) pages of Exhibit A with Your Submittal. Document Must Be Notarized.



Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

ITB #26-268 ARFF Vehicle

[ITB Project Number and Project Name]

Andrew D. Mathes, Business Unit Director

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

- 1.) ☒ I am a citizen of the United States.
- 2.) ☐ I am a legal permanent resident 18 years of age or older.
- 3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Andrew D. Mathes, Business Unit Director

Printed Name

* Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF June, 20 26

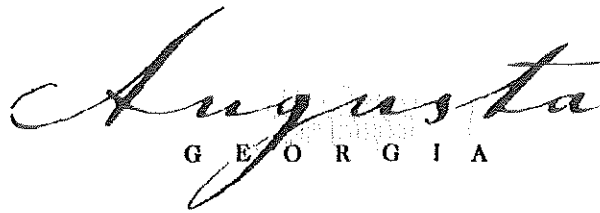

Notary Public

My Commission Expires: April 18, 2029

NOTARY SEAL

DUSTIN G. RADDATZ
Notary Public
State of Wisconsin

Notes: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with _____ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor _____ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Your company is requested to send a redacted copy of your submittal.

Under penalty of perjury, acknowledging that O.C.G.A. § 16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

N/A

[Signatory Name in Print]

[Signatory's Title] [Company Name]

Date:

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

RETURN FORM ONLY IF APPLICABLE.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA, CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or Bidders to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (in the event the bidder will not meet the MBE and WBE goals).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154. Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bid number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program

535 Telfair Street, Suite 530

Augusta, Georgia 30901

(706) 821-2406

mwbe@augustaga.gov

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

NO RESPONSE LETTER
PLEASE SUBMIT BY RESPONSE DUE DATE

Bid Item #26-268	ARFF Vehicle	Due: Monday, June 15, 2026 @ 11:00 a.m.
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To: Augusta, Georgia - Procurement Department

This is to certify that _____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- ☐ Unavailability of required resources
- ☐ Prior commitments
- ☐ Inadequate anticipated funding Level
- ☐ Project Duration
- ☐ Potential conflict of interest
- ☐ Duplication of ongoing effort
- ☐ Other (please explain)
- _____
- _____

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: ____/____/20____

Project Manual

for

BID ITEM # 26-268

ARFF VEHICLE



Prepared for
Augusta Aviation Commission
Augusta Regional Airport
Augusta, GA

Mead & Hunt No. 0119700-260775.01

Prepared by



April 2, 2026

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BID FORM

(Failure to furnish all requested data will be cause for considering BIDDER non-responsive and may render this BID invalid on that basis.)

BID FOR: **BID ITEM #26-268 AUGUSTA REGIONAL AIRPORT
PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE &
FIREFIGHTING (ARFF) VEHICLE**

SUBMITTED TO: Augusta-Richmond County
Attn: Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901

SUBMITTED BY: Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

Bidder's Name

1515 County Road O, Suite A

Address

Neenah, WI 54956

City, State and Zip Code

(920) 215-5127

June 11, 2026

Phone / Fax

Date Completed

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders" accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of the Bid Security; proposes and agrees, if awarded the Contract, to enter into an agreement with the Owner utilizing the form Contract Included in the Bid Documents. Bidder shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under the Contract within the time indicated in the contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in this Bid Schedule.
2. This Bidder's bid shall remain open for ninety (90) days after the day of Bid opening. If awarded a contract, Bidder will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) calendar days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, the Bidder represents that:
 - a. Bidder has become thoroughly familiar with the terms and conditions of the Bid Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.
 - b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
 - d. No member of the Augusta Board of Commissioners, Aviation Commission or other officers or employees of said Owner is interested directly or indirectly in the bid or in any portion of the bid or in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such bid without such full disclosure being made.
 - e. It is a condition of this bid and any subsequent contract entered into pursuant to this bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any subcontractor shall not require any laborer to mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards, Title 29, CFR Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act, Stat. 96; that is further condition of this bid that Bidder shall be solely responsible for the enforcement of such Construction and Health Standards, and that Bidder fully understands that the Owner and its authorized representatives will not assume any liability resulting from the Contractor's failure to police and enforce all such standards.
 - f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
 - g. The unit prices bid include all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labor including but not limited to increases in federal, state and local sales taxes and income or FICA taxes.
4. **Contract Time:** Bidder agrees that:
- a. The work will be completed within the timeframes described in the General Provisions.
 - b. Bidder shall commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work by the date established in said Notice. Bidder shall not work overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.
 - c. **The quantities of work listed in the Bid Schedules are APPROXIMATE and are assumed solely for the comparison of bids. Compensation will be based upon the unit price bid and the ACTUAL quantities of work performed in accordance with the Contract Documents and as accepted by the ENGINEER.**
5. **Bid Schedule:** See attached Pages BF-3 – BF-5.

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Bid Item #26-268 Augusta Regional Airport

Purchase – ITB 26-268 One Class 5 Aircraft Rescue & Firefighting (ARFFf) Vehicle

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
1		3,000 Gallon, Class 5 ARFF Vehicle, per ITB & Specifications	1	EA	\$1,095,344.00	\$1,095,344.00
	Written Unit Price *One Million Ninety Five Thousand Three Hundred Forty Four Dollars.*					

Total Base Bid = \$1,095,344.00

Total Base Bid Written = *One Million Ninety Five Thousand Three Hundred Forty Four Dollars.*

6.Determination of Low Bidder: Low bidder shall be determined based on the total of the base bid and bid option as provided within the bid forms, regardless of the additive alternate. Owner shall reserve the right to award the overall project and additive alternate as deemed fit.

7. **Execution of Contract:** Bidder agrees that in case of failure on its part to execute the said Contract and Bonds within fifteen (15) days after the date indicated in the "Notice of Award," the check or bid bond accompanying this bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Security or check accompanying this bid shall be returned to the undersigned.

8. **Documentation:** The following required documents are attached to and made a part of this bid

- a. Required Bid Security in the form of a Bid Bond payable to the order of the City of Augusta;
- b. Performance of Work by Subcontractor List;
- c. Certificate of Prompt Payment

9. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:

Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

1515 County Road O, Suite A

Neenah, WI 54956

10. The terms used in this bid, which are defined in the General Provisions of the Construction Contract as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

11. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.

Date

One (1)

June 8, 2026

12. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Incorporated in the State of Wisconsin 4/17/1917

Signed this 11th day of June, 2026.

Contractor

Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc.

By:

(Signature of individual, partner or officer signing the Bid) Andrew D. Mathes, Business Unit Director

MV-1308

License Number

ATTEST:

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation. If Contractor is a Partnership, all partners shall execute the bid (add spaces as required).

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes to use the subcontractors listed below on this project if awarded the Contract. Please list all proposed subcontractors, trade specialty and dollar value of their work. The Bidder shall obtain prior written permission of the Owner should it choose to add or substitute other subcontractor(s) not shown below.

Subcontractor
Name/Address/Phone Number

Subcontractor Work Items

Dollar Value of
Subcontractor Work

Oshkosh Airport Products, a Division of Pierce Manufacturing, Inc does not utilize subcontractors to manufacture Striker ARFF Vehicle.

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

Estimated Total Cost of Items that Bidder states will be performed by Subcontractors is:

§ N/A

CERTIFICATION OF PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Owner. The prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Owner. This clause applies to both DBE and non-DBE subcontractors.

Andrew D. Mathes

Name of Bidder's

Authorized Representative
(Please Print or Type Name)

Business Unit Director

Title of Bidder's

Authorized Representative



Signature of Bidder's

Authorized Representative

June 11, 2026

Date

NOTICE OF AWARD

TO:

PROJECT: **BID ITEM #26-268 AUGUSTA REGIONAL AIRPORT PURCHASE - ONE CLASS 5
AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE**

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$ _____.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 20____

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20____.

BY: _____

TITLE: _____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal,
hereinafter called CONTRACTOR, and _____, a
corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____, State of _____, as Surety, hereinafter called
SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA
COMMISSION as Oblige, hereinafter called the OWNER, in the penal amount of _____ Dollars
(\$ _____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of
a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a
Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT BID ITEM #26-268 for the
PURCHASE of ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE**, Augusta,
Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the
Augusta Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in
full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract,
the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or
shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and
upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER
elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and
responsible bidder, arrange for a contract between such bidder and OWNER, and make available as
Work progresses (even though there should be a default or a succession of defaults under the contract
or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the Contract price; but not exceeding, including other costs and
damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph
hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total
amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto,
less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on
which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20____.

Witness _____ (Seal)
(Contractor)

Attest _____ By _____ (Seal)
(Title)

Witness _____ (Seal)
(Surety)

Attest _____ By _____ (Seal)
(Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal,
hereinafter called CONTRACTOR, and _____
a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA COMMISSION, as Oblige, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of AUGUSTA REGIONAL AIRPORT BID ITEM #26-268 for the PURCHASE of ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE, in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in Richmond County Superior Court, or in the United States District Court for the Middle District of Georgia.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20__.

Witness _____ (Seal)

(Contractor)

Attest _____ By _____ (Seal)

(Title)

Witness _____ (Seal)

(Surety)

Attest _____ By _____ (Seal)

(Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: ITB 26-268 AUGUSTA REGIONAL AIRPORT PURCHASE - ONE CLASS 5 AIRCRAFT
RESCUE & FIREFIGHTING (ARFF) VEHICLE,

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10)
calendar days following the date first written above, and you are to complete the work within _____ ()
consecutive calendar days after the date of this notice. The date set for completion of all work is therefore
_____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____
this the _____ day of _____, 20____.

TITLE: _____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20____ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and _____, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited bid item #26-268 to PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE, for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1 SCOPE OF THE WORK

- 1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

ITB 26-268 AUGUSTA REGIONAL AIRPORT PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.
- 1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.
- 1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia's Commission.
- 1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is

to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

- 1.2.5 **Project.** Augusta Regional Airport Equipment Purchase -- One 3000 Gallon Aircraft Rescue & Firefighting (ARFF) Vehicle .
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards, and Practices.** The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II

TERM

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued _____. The Contractor will mobilize with sufficient forces such that all work is completed within five hundred and fifty (550) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 For additional details please review Section 80 of the attached Specifications.
- 2.3 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the

completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

- 2.4 It is further agreed that time is of the essence of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III **LIQUIDATED DAMAGES**

- 3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV **PAYMENT**

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on _____, with a contract price of \$ _____.

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.
- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices.**

Contractor shall submit invoices to:

Augusta Regional Airport
Attn: Hubert Judon
1501 Aviation Way,
Augusta, Ga 30906

4.4 **Retainage and Partial Payments.** If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Five percent (5%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of five percent (5%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same

manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

- 4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V **FINAL INSPECTION**

- 5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI **ACCEPTANCE AND FINAL PAYMENT**

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.
- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully

completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII **CHANGES**

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE VIII **INSURANCE**

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
- 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy.”
- 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days’ notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.
- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta’s Risk Manager to confirm with Contractor’s insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta’s Risk Manager.
- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish

the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability – Occurrence Form.** Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of

subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 Excess Liability: \$2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 Subcontractors. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

- 9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.
- 9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.
- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.
- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid, and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and
- 10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

- 11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses."

11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses.**

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

11.5 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

ARTICLE XII **INDEMNIFICATION AND HOLD HARMLESS**

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

- 14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

- 15.1 Pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 Independent Contractor/Subcontractor

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

16.2 Force Majeure

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

- 16.2.3.1 any cause beyond its reasonable control;
- 16.2.3.2 any act of God;
- 16.2.3.3 inclement weather;
- 16.2.3.4 earthquake;
- 16.2.3.5 fire;
- 16.2.3.6 explosion;
- 16.2.3.7 flood;
- 16.2.3.8 strike or other labor dispute;
- 16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
- 16.2.3.10 delay or failure to act of any governmental or military authority;
- 16.2.3.11 any war, hostility, or invasion;
- 16.2.3.12 any embargo, sabotage, civil disturbance, riot, or insurrection;
- 16.2.3.13 any legal proceedings; or
- 16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.
- 16.2.3.15 any disease, epidemic, or pandemic

16.3 Commercial Activities

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 Records and Audit

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 Contingent Fees

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 Rights and Remedies

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 Non-Appropriations

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 Assignment

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 Consent of the Owner Required. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 No Relief of Responsibilities. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 Parties Bound. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 No Partnership or Joint Venture. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 Waiver

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 Compliance with Applicable Laws and Regulations

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 Patent Indemnity

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 Use of Augusta, Georgia Landfill

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

16.15 Inspection

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contract.

16.17 Entire Agreement

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 Governing Law

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 Legal Construction

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 Prior Contracts Superseded

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 Counterparts

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 Further Acts

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

Sworn to and subscribed before me

this ____ day of _____, 202____.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

CONTRACT GUIDANCE

- a) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- b) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

SOURCE: Title 49 U.S.C. § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.**

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

A4 CIVIL RIGHTS - GENERAL

49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

49 U.S.C. § 47123; FAA Order 1400.11;

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND "ANTI-KICKBACK" ACT

SOURCE: 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Not Applicable to this solicitation

A9 DAVIS-BACON REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

Not Applicable to this solicitation

A10 DEBARMENT AND SUSPENSION

SOURCE 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26; 49 U.S.C. § 47113

REQUIRED PROVISIONS

with No DBE Contract Goal

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Augusta Regional Airport, Aviation Commission to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12 DISTRACTED DRIVING

SOURCE: Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce

safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1).

A14 DRUG FREE WORKPLACE REQUIREMENTS

SOURCE 49 CFR Part 32 Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I) 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE: 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

SOURCE: 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Not Applicable

A20 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

Not Applicable

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications – *this certification is included in the proposal forms to be submitted with bid.*

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☒) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B) FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A23 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE: 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936; 49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

- 1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or*
- 2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.*

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter-UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

- (a) The People's Republic of China.*
- (b) The Russian Federation.*
- (c) The Islamic Republic of Iran.*
- (d) The Democratic People's Republic of Korea.*
- (e) The Bolivarian Republic of Venezuela.*
- (f) The Republic of Cuba.*
- (g) Any other country the Secretary determines necessary.*

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
10-11	Bid	The written offer of the Bidder (when submitted on the approved bid form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-12	Bid guaranty	The security furnished with a bid to guarantee that the Bidder will enter into a contract if his or her bid is accepted by the owner.
10-13	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-14	Calendar Day	Every day shown on the calendar.
10-15	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-16	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-17	Change Order	A written order to the Contractor covering changes in the plans, specifications, or bid quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-18	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Bid, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.

Paragraph Number	Term	Definition
10-19	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-20	Contract Time	The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-21	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-22	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-23	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-24	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-25	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-26	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-27	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

Paragraph Number	Term	Definition
10-28	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-29	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract.
10-30	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-31	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-32	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-33	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Paragraph Number	Term	Definition
10-34	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-35	Major and Minor Contract Items	A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-36	Materials	Any substance specified for use in the construction of the contract work.
10-37	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-38	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-39	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Augusta Regional Airport.
10-40	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-41	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-42	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-43	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-44	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-45	Project	The agreed scope of work for accomplishing the work in this contract.
10-46	Proposal	Where the term "proposal" is used in the Federal or FAA Technical Specifications, it shall be interpreted to mean "bid" for this Project.
10-47	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-48	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-49	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-50	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-51	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-52	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-53	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-54	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-55	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-56	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-57	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-58	Subgrade	The soil that forms the pavement foundation.
10-59	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-60	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-61	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-62	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-63	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-64	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-65	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-66	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Bid Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Refer to the Invitation to Bid for information regarding the advertising dates, prebid conferences, availability of documents, and bid submittal deadlines. Bidders shall not contact any members of the Augusta Aviation Commission, Augusta Board of Commissioners or any Airport consultant in conjunction with this solicitation. Any unauthorized contact with members of the Augusta Aviation Commission, Augusta Board of Commissioners or Airport consultants shall be grounds for rejection of the Bidder's bid.

Scope of Work

The scope of work for the project is the manufacture and providing of a Class 5, 3,000-gallon ARFF vehicle per attached specification in accordance with Federal Aviation Administration guidelines for such acquisition. The scope of work is intended to provide a new, fully operational, vehicle to provide ARFF support at the Airport. Equipment and performance capability will meet, or exceed, requirements for an ARFF vehicle contained in:

- Federal Aviation Administration Advisory Circular #150/5220-10F, Guide Specifications for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

Federal Requirements

This project is funded under provision of the Airport Improvement Program (AIP) established by the Airport and Airway Improvement Act of 1982 (Public Law 97-248). Certain mandatory federal requirements apply to this solicitation and are included in the Federal Provisions section of this document. To be eligible for consideration BIDDERS shall comply with all applicable federal, state, and local laws pertaining to the required services including, but not limited to, equal employment opportunity provisions, the Augusta Procurement Policies, Davis Bacon wage provisions, Buy American requirements, and all conditions of the contract documents, plans and specifications.

Bonding Requirements

Bidders will submit a bid guaranty in the form of a bid bond, certified check, cashier's check or bank money order in the amount of not less than ten (10) percent of the total bid. The bid guaranty will be made payable to Augusta Aviation Commission. If the selected contractor fails to provide the required materials and/or execute the contract within fifteen (15) days after being furnished with the necessary contract and bond forms, the bid guaranty will be forfeited to the Sponsor (in accordance with Section 30-07 of the General Provisions). The successful Bidder will be required to furnish satisfactory 100 percent performance bond as well as labor and material bond.

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed bids;
- description of the proposed work;
- instructions about obtaining bid forms, plans, and specifications;
- Contractor's requirements (license, registration, etc.);
- required Federal Provisions solicitation language;
- the bid guaranty required; and
- the Owner's right to reject any and all bids.

20-02 Qualification of bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the Georgia Department of Transportation (GDOT) are on the current "Bidder's list." Evidence of GDOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of bid forms. The Owner's bid forms state the location and description of the proposed construction; the place, date, and time of opening of the bids; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The bid form states the time in which the work must be completed, and the amount of the bid guaranty that must accompany the bid. The Owner will accept only those bids properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a bid irregular are given in paragraph 20-09 *Irregular bids*.

20-04 Issuance of bid forms. The Owner reserves the right to refuse to issue a bid form to a prospective Bidder if the Bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the bid to a prospective Bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated bid quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the bid, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of bid. The Bidder shall submit their bid on the forms furnished by the Owner. All blank spaces in the bid forms, unless explicitly stated otherwise, must be correctly filled in where

indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the bid in ink. If the bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular bids. Bids shall be considered irregular for the following reasons:

a. If the bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.

c. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the bid contains unit prices that are obviously unbalanced.

e. If the bid is not accompanied by the bid guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate bid shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the bid form. Such bond, check, or collateral shall be made payable to the Owner.

20-11 Delivery of bid. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of bids. A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the Bidder's request for withdrawal is received by the Augusta Procurement Department by email before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of bids. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids

that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Bid Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **30** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of bids. After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the by the unit bid prices. If a Bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's bid for any of the following reasons:

- a. If the bid is irregular as specified in Section 20, paragraph 20-09, *Irregular Bids*.
- b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening bids, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the Bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of bid guaranty. All bid guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Bids*. Bid guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's bid guaranty will be returned. The successful Bidder's bid guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranting the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

Except as shown on the Construction Plans, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

~~70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G-081 through G-083 of the project plans.~~

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

FAA Technical Operations:

Sean Gosnell, Manager, Columbia System Support

Federal Aviation Administration

Office: (803) 822-4420

Cell: (704) 795-5377

Augusta Regional Airport:

Tyler Good, Operations Manager

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Cell: (706) 305-5642

Elizabeth Giles, Senior Construction Project Manager

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70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor

or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately

obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. Refer to the Construction Safety and Phasing Plans for restrictions.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously complete work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment

proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the bid and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the

contract and bid as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Work Area	Liquidated Damages Cost	Allowed Construction Time
1	\$1,000 per day	550

The maximum construction time allowed for Work Area 1 shall be 550 calendar days.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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APPENDIX A. FIRE TRUCK PROCUREMENT SPECIFICATION CONSIDERATIONS

Class 1	Class 4	Class 5
• Airport name • Airport POC • Airport LOC ID Identifier • Airport address • Phone number • Grant number	• Airport name • Airport POC • Airport LOC ID Identifier • Airport address • Phone number • Grant number	• Airport name • Airport POC • Airport LOC ID Identifier • Airport address • Phone number • Grant number
Airport index: • A, B, C, D, or E	Airport index: • B, C, D, or E	Airport index: • D or E
Primary extinguishing agent: • 100 gallons water/foam • Class B dry chemical • clean agent	Primary extinguishing agent: • 100 gallons water/foam	Primary extinguishing agent: • 100 gallons water/foam
Complementary extinguishing agent system: • Class B dry chemical • clean agent • none	Complementary extinguishing agent system: • Class B dry chemical • clean agent	Complementary extinguishing agent system: • Class B dry chemical • clean agent
Primary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel	Primary extinguishing agent discharge location: • roof turret • bumper turret • boom mounted turret	Primary extinguishing agent discharge location: • roof turret • bumper turret • boom mounted turret
Complementary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel	Complementary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel	Complementary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel

Class 1	Class 4	Class 5
Bumper turret type: - single agent turret - dual agent turret - no bumper turret	Bumper turret type: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 250 GPM) bumper turret - fixed mount high volume dual rate (minimum 375/750 GPM) bumper turret - low angle high volume dual rate (minimum 375/750 GPM) bumper turret	Bumper turret type: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 250 GPM) bumper turret - fixed mount high volume dual rate (minimum 600/1200 GPM) bumper turret - low angle high volume dual rate (minimum 600/1200 GPM) bumper turret
	Boom-mounted extendable turret: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 500 GPM) turret - fixed mount high volume dual rate (minimum 1000 GPM) turret - low angle high volume dual rate (minimum 1000 GPM) turret	 Boom-mounted extendable turret: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 500 GPM) turret - fixed mount high volume dual rate (minimum 1000 GPM) turret - low angle high volume dual rate (minimum 1000 GPM) turret
If foam is provided, specify proportioning system: - electronic - mechanical	If foam is provided, specify proportioning system: - electronic - mechanical	If foam is provided, specify proportioning system: - electronic - mechanical
Input-based Testing System: - onboard - cart-based (cart and vehicle plumbing kit) - cart-based (vehicle plumbing kit only)	Input-based Testing System: - onboard - cart-based (cart and vehicle plumbing kit) - cart-based (vehicle plumbing kit only)	Input-based Testing System: - onboard - cart-based (cart and vehicle plumbing kit) - cart-based (vehicle plumbing kit only)

Class 1	Class 4	Class 5
	Structural fire fighting capability:¹ • Yes • No	Structural fire fighting capability:³ • Yes • No
Primary Turret Nozzle: • water/foam discharge • complementary agent discharge • dual agent parallel stream • dual agent entrained stream • clean agent or dry chemical	Primary Turret Nozzle: • Roof mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Bumper mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Boom mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream ○ ASPN nozzle: ▪ water (required) ▪ clean agent (optional)	Primary Turret Nozzle: • Roof mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Bumper mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Boom mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream ○ ASPN nozzle: ▪ water (required) ▪ clean agent (optional)

¹ This option provides for a 'limited' structural fire fighting capability, in that an operator's panel is provided outside of the vehicle to engage and disengage the fire pump, monitoring pressures, engine RPM, flow rates, controlling water distribution, and the installation of additional suction inlets (including a priming capability for drafting from a body of water or other source) and discharge outlets on the vehicle.

Class 1	Class 4	Class 5
Complementary Agent Handline Type: - dry chemical - >100 feet of 1-inch dry chemical hose on a reel - dual agent - >100 feet of twinned 1-inch dry chemical/ foam-water hose on a reel - clean agent - >100 feet of 1-inch clean agent hose on a reel	Complementary Agent Handline Type: - dry chemical - >100 feet of 1-inch dry chemical hose on a reel - dual agent - >100 feet of twinned 1-inch dry chemical/ foam-water hose on a reel - clean agent - >100 feet of 1-inch clean agent hose on a reel	Complementary Agent Handline Type: - dry chemical - >100 feet of 1-inch dry chemical hose on a reel - dual agent - >100 feet of twinned 1-inch dry chemical/ foam-water hose on a reel - clean agent - >100 feet of 1-inch clean agent hose on a reel
Hose Reel Nozzle: - a complementary agent discharge - dual agent discharge of the entrainment type - a clean agent - none	Hose Reel Nozzle: - a water/foam discharge - a complementary agent discharge - a dual agent discharge of the entrainment type - a clean agent	Hose Reel Nozzle: - a water/foam discharge - a complementary agent discharge - a dual agent discharge of the entrainment type - a clean agent
Cab doors: 2 4		
Compartment doors lockable: - yes - no	Compartment doors lockable: - yes - no	Compartment doors lockable: - yes - no
Turret power: - manual - with manual override - with secondary parallel controls powered by an alternative source - without secondary control	Turret power: - manual - with manual override - with secondary parallel controls powered by an alternative source - without secondary control	Turret power: - manual - with manual override - with secondary parallel controls powered by an alternative source - without secondary control
Undertruck nozzles: - yes - no	Undertruck nozzles: - yes - no	Undertruck nozzles: - yes - no

Class 1	Class 4	Class 5
Elevation less than 2,000 feet: Is elevation 2,000 feet or more? • Yes • No	Elevation less than 2,000 feet: Is elevation 2,000 feet or more? • Yes • No	Elevation less than 2,000 feet: Is elevation 2,000 feet or more? • Yes • No
Temperature range: Is extreme temperature range equipment needed? • Cold weather -40°F to 32°F • Hot weather Above 110°F [Justification for High or Low]	Temperature range: Is extreme temperature range equipment needed? • Cold weather -40°F to 32°F • Hot weather Above 110°F [Justification for High or Low]	Temperature range: Is extreme temperature range equipment needed? • Cold weather -40°F to 32°F • Hot weather Above 110°F [Justification for High or Low]
	Tires and wheels: Tire bead locks • Yes • No	Tires and wheels: Tire bead locks • Yes • No
	Additional Seats: Non-suspension type • Select up to 2	Additional Seats: Non-suspension type • Select up to 2
Runway Incursion Warning Systems (RIWS): • Yes • No	Runway Incursion Warning Systems (RIWS): • Yes • No	Runway Incursion Warning Systems (RIWS): • Yes • No
If RIWS is selected, provide the following information: Power source Select all that apply: • direct hardwire power connection • 12V quick plug-in • Battery • battery backup	If RIWS is selected, provide the following information: Power source Select all that apply: • direct hardwire power connection • 12V quick plug-in • Battery • battery backup	If RIWS is selected, provide the following information: Power source Select all that apply: • direct hardwire power connection • 12V quick plug-in • Battery • battery backup

Class 1	Class 4	Class 5
If an RIWS is selected, provide the following information: System type • preconfigured system • custom system	If an RIWS is selected, provide the following information: System type • preconfigured system • custom system	 If an RIWS is selected, provide the following information: System type • preconfigured system • custom system
If an RIWS system is selected, provide the following information: Check all options that apply • custom areas • additional audible signals • additional visual signals	If an RIWS system is selected, provide the following information: Check all options that apply • custom areas • additional audible signals • additional visual signals	 If an RIWS system is selected, provide the following information: Check all options that apply • custom areas • additional audible signals • additional visual signals
If an RIWS system is selected, provide the following information: Additional feature requiring justification: • historical tracking and vehicle trails	If an RIWS system is selected, provide the following information: Additional features requiring justification: • historical tracking and vehicle trails	 If an RIWS system is selected, provide the following information: Additional features requiring justification: • historical tracking and vehicle trails
If an RIWS system is selected, provide the following information: • Justification for additional RIWS features	If an RIWS system is selected, provide the following information: • Justification for additional RIWS features	 If an RIWS system is selected, provide the following information: • Justification for additional RIWS features
DEVS Options: • Low-Visibility Enhanced Vision subsystem	DEVS Options: • Low-Visibility Enhanced Vision subsystem	DEVS Options: • Low-Visibility Enhanced Vision subsystem
DEVS Options: • Add navigation subsystem	DEVS Options: • Add navigation subsystem	 DEVS Options: • Add navigation subsystem
DEVS Options: • Add tracking subsystem	DEVS Options: • Add tracking subsystem	 DEVS Options: • Add tracking subsystem
Seat Type: Driver • Standard (hard/fixed back) • SCBA	Seat Type: Driver • Standard (hard/fixed back) • SCBA	Seat Type: Driver • Standard (hard/fixed back) • SCBA

Class 1	Class 4	Class 5
Seat Type: Turret Operator - Standard (hard/fixed back) - SCBA	Seat Type: Turret Operator - Standard (hard/fixed back) - SCBA	Seat Type: Turret Operator - Standard (hard/fixed back) - SCBA
Seat Type: #3 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #3 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #3 - Standard (hard/fixed back) - SCBA - N/A
Seat Type: #4 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #4 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #4 - Standard (hard/fixed back) - SCBA - N/A
Self-Contained Breathing Apparatus (SCBA) mounting type: - Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles	Self-Contained Breathing Apparatus (SCBA) mounting type: - Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles	Self-Contained Breathing Apparatus (SCBA) mounting type: - Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles
Mirrors: Electrically heated heads - Yes - No	Mirrors: Electrically heated heads - Yes - No	Mirrors: Electrically heated heads - Yes - No
Towing Device: Type - Pintle Hook - Ball Mount	Towing Device: Type - Pintle Hook - Ball Mount	Towing Device: Type - Pintle Hook - Ball Mount

Class 1	Class 4	Class 5
Back-up Camera: with Monitor • Yes • No	Back-up Camera: with Monitor • Yes • No	Back-up Camera: with Monitor • Yes • No
Emergency warning lights: Lighting type (LED) • flasher • rotating beacon • strobe	Emergency warning lights: Lighting type (LED) • flasher • rotating beacon • strobe	Emergency warning lights: Lighting type (LED) • flasher • rotating beacon • strobe
Monitoring and Data Acquisition System (MADAS) capability: • Yes • No	Monitoring and Data Acquisition System (MADAS) capability: • Yes • No	Monitoring and Data Acquisition System (MADAS) capability: • Yes • No
License plate bracket: • Yes • No	License plate bracket: • Yes • No	License plate bracket: • Yes • No
	Electrical Cable: Cord reel • Yes • No	Electrical Cable: Cord reel • Yes • No
	Air Systems: Hose reel • Yes • No	Air Systems: Hose reel • Yes • No
	Foam tank fill connections: Number of connections • 1-Standard (left side) • 1-Standard (right side) • Dual (both sides)	Foam tank fill connections: Number of connections • 1-Standard (left side) • 1-Standard (right side) • Dual (both sides)
Windows: Control system • electric • manual	Windows: Control system • electric	Windows: Control system • electric

Class 1	Class 4	Class 5
Floodlights: Style to include adjustment knuckle - fixed - telescoping	Floodlights: Style to include adjustment knuckle - fixed - telescoping	Floodlights: Style to include adjustment knuckle - fixed - telescoping
Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.	Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.	Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.
Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.	Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.	Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.
	Lubrication system: Continuous duty cycle for suspension parts and other mechanical equipment joints. - Yes - No	Lubrication system: Continuous duty cycle for suspension parts and other mechanical equipment joints. - Yes - No

Class 1	Class 4	Class 5
Provisions for storing/mounting all Personal Protection Equipment (PPE), to be part of a matching ensemble that meets current NFPA 1970 standards. Only the storing/mounting will be provided by the vehicle manufacturer, not the equipment. When specifying provisions for storing/mounting, be mindful of the total space available; not all items will fit on one truck. • 1, 2, or 3 set(s) of NFPA-compliant suit, including coat, trousers, and gloves • 1, 2, or 3 pair(s) ARFF boots • 1, 2, or 3 complete SCBA including bottle, and face piece • 1, 2, or 3 Nomex hood(s) • 0, 1, 2, or 3 NFPA-compliant helmet(s)	Provisions for storing/mounting all Personal Protection Equipment (PPE), to be part of a matching ensemble that meets current NFPA 1970 standards. Only the storing/mounting will be provided by the vehicle manufacturer, not the equipment. When specifying provisions for storing/mounting, be mindful of the total space available; not all items will fit on one truck. • 1, 2, or 3 set(s) of NFPA-compliant suit, including coat, trousers, and gloves • 1, 2, or 3 pair(s) ARFF boots • 1, 2, or 3 complete SCBA including bottle, and face piece • 1, 2, or 3 Nomex hood(s) • 0, 1, 2, or 3 NFPA-compliant helmet(s)	Provisions for storing/mounting all Personal Protection Equipment (PPE), to be part of a matching ensemble that meets current NFPA 1970 standards. Only the storing/mounting will be provided by the vehicle manufacturer, not the equipment. When specifying provisions for storing/mounting, be mindful of the total space available; not all items will fit on one truck. • 1, 2, or 3 set(s) of NFPA-compliant suit, including coat, trousers, and gloves • 1, 2, or 3 pair(s) ARFF boots • 1, 2, or 3 complete SCBA including bottle, and face piece • 1, 2, or 3 Nomex hood(s) • 0, 1, 2, or 3 NFPA-compliant helmet(s)

Any features not provided for in the standard specification will require FAA approval of a Modification to Standards prior to starting work. Enter any additional features desired along with justification on the Modification to Standards page.

APPENDIX B. VEHICLE PROCUREMENT SPECIFICATION**PROCUREMENT SPECIFICATION**~~Class 1~~, Class 4, or Class 5**Aircraft Rescue and Fire Fighting (ARFF) Vehicle**

Airport name: Augusta Regional Airport

Airport POC: _____

Airport LOC ID identifier: _____

Airport address: 1501 Aviation Way, Augusta, GA 30906

Phone number: (706) 798-3236

Grant number: _____

- I Scope. (Class 1)
This Procurement Specification covers a commercially produced 4-wheel drive ARFF vehicle with a minimum:

N/A

It incorporates the delivery of combined and/or single firefighting agents through handlines, hose reels and/or a bumper mounted turret. The ARFF vehicle is intended to carry ancillary equipment to aid aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

- I Scope. (Class 4)
This Procurement Specification covers an ARFF vehicle for an index D airport. It includes a 1500-gallon water/ foam fire suppression system with a complementary agent:

Class B Dry Chemical

It incorporates the delivery of combined and/or single firefighting agents through handlines, hose reels and/or a bumper mounted turret. The ARFF vehicle is intended to carry ancillary equipment to aid aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

- I Scope. (Class 5)
This Procurement Specification covers an ARFF vehicle for an index D airport. It includes a 3000-gallon water/foam fire suppression system with a complementary agent:

Class B Dry Chemical

It incorporates the delivery of combined and/or single firefighting agents through handlines, hose reels and/or a bumper mounted turret. The ARFF vehicle is intended to

carry ancillary equipment to aid aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

II Classification.

The ARFF vehicle(s) covered by this Procurement Specification is classified in Part 139, Certification of Airports, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles*.

II.1 Fully Loaded Vehicle.

A fully loaded vehicle consists of a fully assembled vehicle, complete with a full complement of crew, fuel, and fire-fighting agent. Inflate the tires to the recommended pressure. For any test that calls for the vehicle to be "fully loaded", load each storage compartment with 250 lbs. of ballast, up to a total of 1000 lbs. Load each seat that is not occupied during the test with 225 lbs. of ballast seat belted into the seat. Load ballast to represent the weight of the complementary agent not yet on board as close to the height of the complementary agent vessel as possible, taking care that the anticipated vehicle movement during the test will not cause a shift in the ballast damaging vehicle components.

III Vehicle Conformance/Performance Characteristics.

The ARFF vehicle will be in accordance with the applicable requirements of AC 150/5220-10F, *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles*, and National Fire Protection Association (NFPA) 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances (2024 Edition)*, except as specified herein.

Note: The numbering system listed in this section directly corresponds to Chapter 4 in the NFPA 1900 (2024 Edition). To properly use this document, first refer to NFPA 1900 for the base requirements then refer to this advisory circular for any additions, exceptions, amendments, or selections. Additional references to specific paragraphs of NFPA 1900 are indicated in parentheses.

Specific terms that apply to this AC are listed below:

- **ADDITION:** A new item has been added to the standard in the reference document.
- **EXCEPTION:** A restriction has been imposed on the standard in the reference document.
- **AMENDMENT:** Subject matter has been rewritten to modify part, or all, of the original text of the reference document.
- **SELECTION:** NFPA 1900 requires or allows an option to be selected. Options are noted in [square brackets].

Note: Requirements referring to complementary agents and/or water/foam systems apply only if those systems are installed. All federal funded procurements must adhere to 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NFPA 1900, Chapter 4, Aircraft Rescue and Fire-Fighting Vehicles.**ADDITION: 4.2 General.****AMENDMENT: 4.2.1**

The operating temperature range includes ~~[-cold weather -40°F to 32°F] [-hot weather above 110°F]~~ which is in the extreme range.

ADDITION (Class 1): Table 4.2.1.2(d) Agent System Performance Parameters.

Vehicle Water Tank Capacity. Except where noted below, the requirements for vehicles with a water tank capacity from 120 gallons to 528 gallons apply.

EXCEPTION (Class 1): Table 4.2.1.2(d) Agent System Performance Parameters.

Item 2a, Roof Turret. This item does not apply.

EXCEPTION: Table 4.2.1.2(d) Agent System Performance Parameters.

Item 2d, Ground Sweep Nozzles. Ground sweep nozzles are not an approved option.

Item 3, Primary Agent. The primary agent discharge location will be the [turret] ~~[-handline]~~.

TURRET

Item 4, Complementary Agent. The complementary agent discharge location will be the [turret] [handline].

BUMPER TURRET AND HANDLINE

NFPA 1900, 4.3 Requirements for All Aircraft Rescue and Fire-Fighting Vehicles — Responsibility of Contractors/Suppliers.**ADDITION (Class 1): 4.3.1 Certification.**

Warranty. The firefighting unit system will be covered by a minimum one-year warranty after delivery. The commercially purchased chassis and drive train will be warranted by the manufacturer. All associated warranties will accompany the vehicle at the time of delivery. All water and foam tanks will be covered by a lifetime warranty.

NFPA 1900, 4.3.3 Metal Finish.**EXCEPTION: 4.3.3.1 – 4.3.3.5**

Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport.

NFPA 1900, 4.3.4 Lettering, Numbering, and Striping.**AMENDMENT: 4.3.4.5, 4.3.4.6**

Vehicle numbering, lettering, and striping will conform with AC 150/5210-5.

NFPA 1900, 4.5 Propulsion System.**SELECTION: 4.5.1.2.3**

Elevation. The vehicle, including the pumping system, will be designed for operation up to [2000] feet above sea level.

SELECTION: 4.5.2.3.3

Radiator shutters. ~~[yes]~~ [no]

NO

NFPA 1900, 4.5.3 Fuel Systems.**ADDITION (Class 4, Class 5): 4.5.3.4**

Each fuel tank will have a fill opening readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. If more than one tank is furnished, means will be provided to ensure equalized fuel levels in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Prominently label each fuel tank with the appropriate type of fuel.

NFPA 1900, 4.9 Rims, Tires, and Wheels.**ADDITION: 4.9**

A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle.

NFPA 1900, 4.10 Towing Connections.**SELECTION: 4.10**

The vehicle will be provided with a [pintle hook] ~~[ball-mount]~~ towing device. The maximum towing capacity of the vehicle will be labeled on the vehicle dashboard and at the towing device location.

NFPA 1900, 4.12 Steering.**ADDITION: 4.12**

A tilt steering column will be provided.

NFPA 1900, 4.13 Cab.**ADDITION (Class 4, Class 5): 4.3**

The vehicle will have a cab constructed of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction.

ADDITION (Class 4, Class 5): 4.13

The cab will have a watertight roof hatch for emergency exit out of the cab.

SELECTION (Class 1): 4.13.1.7

Cab entry and exit features. The cab will have [2] [4], doors. At least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion.

ADDITION: 4.13.4 Instruments, Warning Lights, and Controls.

All instruments and controls will be designed to minimize windshield glare.

ADDITION: 4.13.4.5

Power window controls.

SELECTION: 4.13.4.7

DEVS option. A DEVS system, including [low-visibility enhanced vision subsystem,] ~~[navigation subsystem,]~~ ~~[tracking subsystem,]~~ meeting AC 150/5210-19, Driver's Enhanced Vision System (DEVS), will be provided.

LOW-VISIBILITY ENHANCED VISION SUBSYSTEM

AMENDMENT: 4.13.4.7.1

DEVS Monitors for a Class 1 Vehicle. Minimum dimension of low visibility enhanced subsystem monitors is seven inches.

AMENDMENT: 4.13.4.7.2

DEVS System Requirements. AC 150/5210-19 will be met in its entirety.

AMENDMENT: 4.13.4.8, 4.13.4.9

FLIR System Requirements. AC 150/5210-19 will be met in its entirety.

NFPA 1900, 4.13.5 Equipment.**SELECTION: 4.13.5.1(11)**

Self-Contained Breathing Apparatus (SCBA) Mounting. The vehicle will have mounting to secure [THREE] SCBA equipment from the following manufacturer: [].

SELECTION: 4.13.7

Monitoring and Data Acquisition System (MADAS). [yes] [~~no~~]

YES

ADDITION (Class 4, Class 5): 4.13.8

Lateral accelerometer. The vehicle will be equipped with a lateral accelerometer.

NFPA 1900, 4.14 Body.**ADDITION: 4.14**

License plate bracket. [yes] [~~no~~]

A lighted license plate bracket be provided at the rear and/or front of the vehicle, as required by state law. The location of the front bracket will be placed so as not to interfere with the operation of fire fighting systems.

The vehicle will have a corrosion-resistant body.

ADDITION: 4.14

SCBA storage tubes. A single compartment or tubes for storage of four SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

NFPA 1900, 4.15 Fire-Fighting Systems and Agents.**ADDITION (Class 1): 4.15**

Compressed Air Foam System (CAFS). Where specified, the CAFS will have expansion ratios of 6:1 to 10:1 with 8:1 being optimal.

Any hand line that is dedicated specifically for CAFS will have a smooth bore nozzle. Hand line discharge rates of 30 GPM and primary and auxiliary turret discharge rates of 60 GPM are permissible.

NFPA 1900, 4.16 Agent Pump(s) and Pump Drive.**ADDITION (Class 1): 4.16.1.1**

Priming pump. The vehicle will be equipped with a priming pump.

NFPA 1900, 4.17 Water Tank, 4.17.1 Water Tank Capacity.**AMENDMENT (Class 4): 4.17.1.1**

Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

AMENDMENT (Class 5): 4.17.1.1

Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 3000 gallons.

NFPA 1900, 4.18 Foam System.**ADDITION (Class 1 (optional), Class 4, Class 5): 4.18**

Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 10-gpm directly through the pump and loading connection. All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

ADDITION (Class 4, Class 5): 4.18.1 Foam-Liquid Concentrate Tank(s).

The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

ADDITION: 4.18.4.1 Foam Proportioning Systems.

There are two categories of foam proportioning systems on ARFF apparatus, mechanical and electronic. Mechanical foam proportioning systems control the flow of foam concentrate into the discharge stream preset by designed flow rates of the discharge devices on the vehicle. These systems have no sensors or feedback loop, so they do not adjust based on variations in water flow or viscosity of the foam concentrate. Electronic foam proportioning systems control the volume of foam concentrate into the discharge stream through inputs provided by electronic flow meters. These systems adjust to compensate for variations in the discharge flow rate and the viscosity of the foam concentrate. This functionality can be very important with the approved F3 products which have more variations in viscosity between approved products than legacy AFFFs. The vehicle will have ~~[a mechanical]~~ [an electronic] foam proportioning system.

ADDITION: 4.18.4.4 Foam Proportioning Systems.

Use one of the approved foam testing systems, accepted by the FAA for use, to satisfy the Part 139 testing requirement while minimizing any possible environmental impact (See Cert Alert 21-01, 6/1/21). The airport will have ~~[an onboard]~~ [a cart-based (cart and vehicle plumbing kit)] [a cart-based (vehicle plumbing kit only)] foam testing system.

NFPA 1900, 4.19 Premixed Foam Solutions.**EXCEPTION: 4.19**

A premixed foam solution is not allowable.

NFPA 1900, 4.20 Turret Nozzles.**SELECTION: 4.20.4.1, 4.20.4.2**[Manually operated] [~~Power-assisted~~] turret.**MANUALLY OPERATED****SELECTION: 4.20.4.2(3) and (4)**

Manual override or secondary parallel controls powered by an alternative source of all roof turret movement functions.

MANUAL OVERRIDE**NFPA 1900, 4.21 Preconnected Handlines.****ADDITION: 4.21**

A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. A control for charging each handline will be provided for operation.

ADDITION (Class 4, Class 5): 4.21.5

Two 200-foot, 1¾-inch pre-connected woven jacket handlines, with a 1½-inch control valve and nozzle, will be accessible from each side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handlines and nozzles will be in accordance with NFPA 1900 (paragraph 4.21.5) and will allow for a nozzle flow rate of at least 95 gpm. A control for charging each handline will be provided for operation.

NFPA 1900, 4.22 Turret, Ground Sweep, and Undertruck Nozzles.**SELECTION: 4.22.1**Bumper turret. [yes] [~~no~~]**YES****SELECTION: 4.22.3**Undertruck nozzles. [yes] [~~no~~]**YES****NFPA 1900, 4.24 Halogenated Agent.****SELECTION: 4.24.1.1.1**Reservice Kit. [~~yes~~] [no]**NO**

NFPA 1900, 4.25 Dry Chemical Turret.**SELECTION: 4.25.1**

Auxiliary Agent Discharge. [Auxiliary agent discharge mounted parallel to the foam solution discharge] [Entrained within the foam solution discharge stream]

Agent Discharge Locations.

The primary agent discharge location will be the [bumper turret] ~~[hose reel]~~
~~[bumper turret and hose reel]~~.

The complementary agent discharge location will be the ~~[bumper turret]~~ ~~[hose reel]~~
[bumper turret and hose reel].

BUMPER & ROOF TURRET FOR PRIMARY

NFPA 1900, 4.26 Lighting and Electrical Equipment.**ADDITION: 4.26.4**

All emergency warning lights will meet the requirements of AC 150/5210-5.

EXCEPTION: 4.26.5.1.2, 4.26.5.2

The provisioning of radios is an airport responsibility and not part of this specification.

The paragraph numbering of the following provisions does not conform to the numbering in NFPA 1900:

IV Product Conformance Provisions.

Product Conformance Provisions must be per NFPA 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances (2024 Edition)*.

IV.1 Classification of Inspections.

The inspection requirements specified herein are classified as follows:

IV.1.1 Performance Inspection.

The vehicle will be subjected to the examinations and tests described in this Procurement Specification. The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

IV.1.2 Conformance Inspection.

The vehicle will be subjected to the examinations and tests described in this Procurement Specification. The contractor will provide or arrange for all test equipment, personnel, and facilities.

IV.2 Product Conformance.

The products provided will meet the performance characteristics of this Procurement Specification, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

IV.3 Technical Proposal.

The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this Procurement Specification; a paragraph-by-paragraph response to the characteristics section of this Procurement Specification will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model to comply with the requirements herein. The vehicle furnished will comply with the commercial requirements of this Procurement Specification as of the date of the award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commercial requirements of this Procurement Specification and each conformance/performance characteristic of this Procurement Specification.

IV.4 Inspection Requirements.**IV.4.1 General Inspection Requirements.**

Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

IV.4.2 Test Rejection Criteria.

Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection:

- Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal.
- Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- Structural failure of any component, including permanent deformation, or evidence of impending failure.
- Evidence of excessive wear.
- Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.
- Misalignment of components.
- Evidence of undesirable roadability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.

- Overheating of the propulsion system, transmission, or any other vehicle component.
- Evidence of corrosion.
- Failure of the fire fighting system and sub-systems.

IV.4.3 Detailed inspection requirements.

IV.4.3.1 Examination of product.

All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in NFPA 1900, 6.3 Prototype Vehicle Test (**EXCEPTION:** the vehicle will demonstrate the ability to traverse the "J" turn test in both directions on smooth, level pavement without the brakes being applied), will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. The airport may accept a manufacturer or third-party certification for any/all prototype and production/operational vehicle testing performed prior to delivery that proves that the vehicle meets the required performance parameters.

The component manufacturer's certification, prototype test certifications, and production vehicle test certifications will be arranged in the same order and numbering system called out in NFPA 1900. The Operational Test certifications will be provided as part of the delivery package with each vehicle.

Note: If an airport requires the vehicle's operational test data in addition to the test certification, the manufacturer will provide it to them upon request.

V Packaging.

- V.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract, or delivery order.
- V.2 Deliver the vehicle with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which are suitable for use in the temperature range expected at the airport.
- V.3 Deliver the vehicle with one complete load of firefighting agents and propellants. One complete load is defined as all agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a clean agent tank (if applicable); one spare nitrogen cylinder for a dry chemical fire suppression system (if applicable); and one spare argon cylinder for a clean agent fire suppression system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period,

use water in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

- V.4 The vehicle manufacturer will provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

VI Training.

AMENDMENT: 4.3.2.5.8, 4.3.2.5.9

- VI.1 Upon delivery of the vehicle to the airport, the manufacturer will, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for a vehicle equipped with a boom-mounted turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities will be provided by the manufacturer to allow various shifts to complete the training requirements.
- VI.2 The technician will provide thorough instruction in the use, operation, maintenance, and testing of the vehicle. This setup includes operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician will review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.
- VI.3 Training will include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions will include materials that can be used to train subsequent new operators.

VII Referenced Documents.

VII.1 Federal Aviation Administration (FAA).

ACs may be obtained from the FAA website:

https://www.faa.gov/regulations_policies/advisory_circulars/

- AC 150/5220-10, *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles*

- AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*

FAA Orders, Specifications, and Drawings may be obtained from: <https://www.faa.gov/>

VII.2 CFR.

The CFR may be obtained from <https://www.ecfr.gov>.

Title 14, Code of Federal Regulations (CFR), Part 139, *Certification of Airports* (14 CFR Part 139)

- Section 139.315 Aircraft Rescue and Firefighting: Index Determination.
- Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.
- Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

VII.3 **National Fire Protection Association (NFPA).**

NFPA documents may be obtained from <https://www.nfpa.org/>.

- NFPA 460, *Standard for Aircraft Rescue and Firefighting Services at Airports*
- NFPA 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances (2024 Edition)*

6/26/2025

AC 150/5220-10F
Appendix B

FAA Submittal

If this procurement is [subject to approval by the Federal Aviation Administration] [to be funded under the Airport Improvement Program or the Passenger Facility Charge Program], provide the following to the appropriate FAA Airports office for review and approval.

This specification has been produced using Advisory Circular 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. No alterations have been made to the resultant specification.

[The attached request for additional items needed to address unusual requirements is submitted in accordance with FAA Order 5300.1, *Modifications to Agency Airport Design, Construction, and Equipment Standards*.]

(Airport POC signature and title)

The following justifications are provided for FAA approval:

Paragraph Number: **AMENDMENT: 4.5.1.2.2**

<u>Extreme Temperature Justification</u>
--

☐ Approved ☐ Disapproved:

Paragraph Number: **SELECTION: 4.5.2.3.3**

<u>Radiator Shutters Justification</u>
--

☐ Approved ☐ Disapproved:

(FAA signature and date)

6/26/2025

AC 150/5220-10F
Appendix B

We have requested approval of a Modification to Standards (MOS) at Airport Data and Information Portal (ADIP) for the following items that are not provided for in the standard specifications. For more than four requests, provide additional justification pages.

Item 1:

TANK FILLS FROM BOTH SIDES OF THE APPARATUS

Justification:

☐ Approved

☐ Disapproved:

Item 2:

ECOLOGIC INPUT BASED TESTING CONNECTIONS

Justification:

☐ Approved

☐ Disapproved:

Item 3:

FACTORY TESTING OF SOLBERG F3 FOAM CONDUCTIVITY

Justification:

☐ Approved

☐ Disapproved:

Item 4:

ACCESSORY GENERATOR

Justification:

☐ Approved

☐ Disapproved:

(FAA signature and date)



DEPARTMENT OF
FINANCIAL INSTITUTIONS

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES



MOTOR VEHICLE DEALER - RECREATIONAL VEHICLE DEALER
SALES FINANCE - MANUFACTURER - DISTRIBUTOR
LICENSE CERTIFICATE

The person, firm or corporation whose name appears on this license has complied with the requirements of Wisconsin statutes and is hereby licensed to engage in business as a motor vehicle dealer sales finance company and / or as a motor vehicle dealer, recreational vehicle dealer, manufacturer, or distributor to sell, manufacture or distribute the makes of vehicles printed below.

This license and your license plates cannot be assigned or transferred.

If there is a change of ownership or if licensee discontinues business at this location this certificate and all dealer's license plates of the number shown hereon must be returned immediately for cancellation.

LICENSE NUMBER
MV-1308

ISSUED
06/01/2026

EXPIRES
05/31/2028

BRANCH / SUBLOT

MAKES
PIRC

PIERCE MANUFACTURING INC
2600 AMERICAN DR
APPLETON WI 54914-9010

Mailing addr exists 63105

MV1045 10/2008

POST IN A CONSPICUOUS PLACE

Augusta Procurement Department Bid Item #26-268

ARFF Vehicle for August Regional Airport

June 11, 2026

Oshkosh Airport Products Bid Proposal Comments

We are pleased to offer our Striker® 6x6 3000-gallon Aircraft Rescue and Fire Fighting vehicle in response to your invitation to bid. The proposed vehicle meets the performance and construction requirements of NFPA 1900/414, the FAA 150/5220-10F Advisory Circular and your bid specification. Full vehicle specification is enclosed detailing our product offering. We find it necessary to clarify our product offering in the comments below.

Page A-4.

Requirement: "Turret power: manual."

Comment: A joystick controlled roof turret with flow rates of 625/1250 gpm will be provided.

Page B-16

Requirement: "Factory testing of Solberg F3 Foam Conductivity"

Comment: We are not able to discharge F3 foam at our manufacturing facility. Any F3 foam discharge testing will need to be done after delivery. Vehicle will be equipped with test connections for an input based foam testing system.

Page B-16

Requirement: "Accessory Generator"

Comment: As this requirement is not clearly defined it is not included on the base vehicle. If this was in reference to a 120VAC power generation system, there are no 120VAC options selected in the specification documents. All scene and work lighting will be powered by the 24VDC electrical system in accordance with the vehicle specification.

In the event of a contract award, we find it necessary to request the following changes be made to the insurance requirements.

Page CF-13. Item 8.2.2

Requirement: "This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the August Aviation Commission, or it's Commissioners, officers, agents, elected representatives, volunteers, and or employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

Request: Please remove this paragraph.



Page CF-13. Item 8.3

Requirement: "All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusts and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverages and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia."

Request: We will provide a Certificate of Insurance. Please revise the paragraph to read:
"All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusts and its Risk Manager. Properly executed certificates of insurance shall evidence the insurance coverages and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia."

Page CF-13. Item 8.4

Request: Please remove this paragraph.

Page CF-13. Item 8.6

Request: Please remove this paragraph. Insurance requirements should be finalized at contract signing and should not be subject to change.

Page CF-14. Item 8.7

Requirement: "Contractor's insurance companies or its authorized representatives shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated."

Request: Please revise to: "Contractor's insurance companies or its authorized representatives shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions."

Page CF-14. Item 8.8

Request: Please remove this paragraph.

Page CF-14. Item 8.9

Requirement: "The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner."

Request: Please revise to: "The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all certificates of insurance must be reasonably acceptable to the Owner."



Page CF-14. Item 8.12

Request: Please remove the following from the paragraph: "The foregoing insurance shall be endorsed to state that it will be primary to the Augusta Georgia and the August Aviation Commission's insurance and that the carrier waives it's right of subrogation against Augusta, Georgia, the Augusta Aviation Commission and their officers, agents, elected and appointed officials, representatives, volunteers, and employees."

Page CF-15. Item 8.15

Requirement: "Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate of Insurance as described above must be sent to the address below..."

Request: Please revise to: "Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. A Certificate of Insurance as described above must be sent to the address below..."

If further information is required, feel free to contact:

Dustin Raddatz – Requirements Manager, ARFF Products
Phone: (920) 215-5127
Email: draddatz@airport.oshkoshcorp.com



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Oshkosh Airport Products, a Division of Pierce
Manufacturing Inc.

1515 County Road O, Suite A
Neenah, WI 54956

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin Street
Chicago, IL 60606

Mailing Address for Notices

151 N. Franklin Street
Chicago, IL 60606

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of Augusta
535 Telfair Road, Rm 605
Augusta, GA 30901

BOND AMOUNT:

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Class 5, 3000 Gallon Aircraft Rescue and Fire Fighting (ARFF) Vehicle

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of May, 2026.


(Witness) Dustin Reddeltz


(Witness) Cathy Hutson

Oshkosh Airport Products, a Division of Pierce Manufacturing
Inc.

(Principal)

(Seal)

By:

(Title) Andrew P. Mather, Business Unit Director

Western Surety Company

(Surety)

(Seal)

By:

(Title) Lisa Baranzyk

Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lisa Baranzky, Individually

of Milwaukee, WI its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Oshkosh Airport Products, a Division of Pierce Manufacturing Inc.

Obligee: City of Augusta

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.



WESTERN SURETY COMPANY

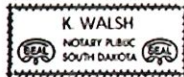
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of May, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Pierce Manufacturing, Inc.	
	2 Business name/disregarded entity name, if different from above. Oshkosh Airport Products	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 1917 Four Wheel Drive		Requester's name and address (optional)
6 City, state, and ZIP code Oshkosh, WI 54902		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
3	9	-	0	1	3	9	8	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date March 4, 2026
------------------	--	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**PIERCE MANUFACTURING INC.
ASSISTANT SECRETARY'S CERTIFICATE**

I, Amy M. McNallie, do hereby certify that I am the duly elected and qualified Assistant Secretary of Pierce Manufacturing, Inc., a Wisconsin corporation (the "Company"), and the following is a true copy of a resolution adopted by the Board of Directors of the Company. I do hereby further certify that said resolution remains in full force and effect as of the date hereof:

**RESOLUTION FOR AUTHORITY TO
EXECUTE BID BONDS, BID PROPOSALS,
PERFORMANCE BONDS AND CONTRACTS**

BE IT RESOLVED, that the following officers and employees are authorized to sign bid bonds, bid proposals, performance bonds and contracts related to such bid proposals on behalf of the Company, provided, however, that bid bonds, bid proposals, performance bonds, Powers of Attorney and contracts related to such bid proposals involving sums in excess of \$50 million shall be countersigned by any of Messrs. Pfeifer, Cortina or Field:

John C. Pfeifer	Chief Executive Officer
Martin A. Bass	President
Michael E. Pack	Executive Vice President and Chief Operating Officer
Ignacio A. Cortina	Executive Vice President and Secretary
Matthew A. Field	Executive Vice President and Chief Financial Officer
James C. Freeders	Senior Vice President, Finance and Controller
John S. Verich	Senior Vice President and Treasurer
Derek R. Kritzer	Segment General Counsel
Daniel M. Meyer	Vice President, Sales
Salim E. Hawi	Vice President, International Sales
Shawn D. Knox	Vice President, Global Operations and Supply Chain
Jay L. Junkins	Vice President, Global Operations and Supply Chain
Jeffrey A. Trelka	Vice President, Finance
Michael B. Witwer	Vice President, Tax
Matthew J. Barnes	Vice President, Finance
Erin V. Orchard	Senior Director, Finance
Andrew D. Mathes	Business Unit Director
Daniel DeGreef	General Manager, Pierce Florida Division
Aaron T. Spaulding	Director, Finance
Eric T. DeRoach	Manager, Finance
Steven Williamson	Vice President, Regional Sales, Broadcast and Command
Corey R. Braun	Assistant Treasurer
Kerry A. Dereszynski	Assistant Secretary
Amy M. Giese	Assistant Secretary
Jana C. Heft	Assistant Secretary
Suzanne M. Lippold	Assistant Secretary
Amy M. McNallie	Assistant Secretary

FURTHER RESOLVED, that, subject to the \$50 million limit hereinabove contained, the officers listed above may designate for any bid proposal an authorized signer different from the officers listed above solely for the purpose of signing bid bonds, performance

bonds, Powers of Attorney or contracts related to the bid proposal wherein such person is so designated.

Dated: January 13, 2026



Amy M. McNallie
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2026

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 Brown & Brown Insurance Services, Inc. Dba Brown & Brown Retail Insurance Services 1200 N. Mayfair Road, Suite 100 Milwaukee, WI 53226 www.bbrowns.com	CONTACT NAME: Evan Campbell PHONE (A/C, No, Ext): 414-290-3571 FAX (A/C, No): E-MAIL ADDRESS: evan.campbell@bbrowns.com INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Westchester Surplus Lines Insurance Co</td><td>NAIC # 10172</td></tr><tr><td>INSURER B: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER D: Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Westchester Surplus Lines Insurance Co	NAIC # 10172	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Twin City Fire Insurance Company	29459	INSURER D: Hartford Accident and Indemnity Company	22357	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													
INSURED Pierce Manufacturing, Inc. Oshkosh Airport Products Group, A Division Of 2600 American Drive Appleton WI 54914													

COVERAGES**CERTIFICATE NUMBER:** 90696106**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	G7446676A003	4/1/2026	4/1/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$Excluded	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000		\$
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PRODUCTS - COMP/OP AGG	\$3,000,000																			
	\$																			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	83AB S68003 (AOS) 83AB S68004 (HI)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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PROPERTY DAMAGE (Per accident)	\$																			
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A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒	G72515511006	4/1/2026	4/1/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$6,000,000</td></tr><tr><td>AGGREGATE</td><td>\$6,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$6,000,000	AGGREGATE	\$6,000,000		\$								
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AGGREGATE	\$6,000,000																			
	\$																			
C D	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	83WBR S68001 83WBN S68000	10/1/2025 10/1/2025	10/1/2026 10/1/2026	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ 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						
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E.L. EACH ACCIDENT	\$1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$1,000,000																			

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

Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees in their respective capacities as such, are additional insureds under the general liability and auto liability as required by written contract. 30 day notice of cancellation (10 day for non-payment) will be provided as required by written contract. Umbrella Liability follows form over Auto, General, and employer's liability.

CERTIFICATE HOLDER**CANCELLATION**

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

Kristine Olson

Kristine Olson

Certificate Of Conformance

This is to certify that the Quality Management System of:

Pierce Manufacturing, Inc.

2600 American Drive
Appleton WI
54914
United States

has been assessed by ABS Quality Evaluations, Inc. and found to be in
conformance with the requirements set forth by:

ISO 9001:2015

The Quality Management System is applicable to:

Design, manufacture, repair, refurbishment and servicing of fire and emergency vehicles

Certificate No:	32454
Certification Date:	27 MAR 1998
Effective Date:	16 DEC 2024
Expiration Date:	08 MAR 2028
Revision Date:	16 DEC 2024

Dominic Townsend

Dominic Townsend, President



This certificate's validity is subject to the organization maintaining their system in accordance with ABS Quality Evaluations, Inc. 1701 City Plaza Dr Spring, TX 77389 USA requirements for management system certification. It is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof. Validity may be confirmed by accessing the website (www.abs-qe.com) or scanning the code to the right with a smartphone. For certificates issued in the People's Republic of China information may also be verified on the Certification and Accreditation Administration of the People's Republic of China's website (www.cnca.gov.cn). The certificate remains the property of ABS Quality Evaluations, Inc. to whom it must be returned upon request.



ISO 9001:2015 Certificate Of Conformance ANNEX

Certificate No.: 32454

Pierce Manufacturing, Inc.

At the below facilities

FACILITY NAME	FACILITY ACTIVITY	ADDRESS
Pierce Manufacturing, Inc.	Design, manufacture, repair, refurbishment and servicing of fire and emergency vehicles.	2600 American Drive Appleton WI 54914 United States
Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)	Materials distribution, warranty, service and repair of vehicles.	498 N. Perkins Street Appleton WI 54914 United States
Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)	Design, assembly, paint, test.	3100 N. MacCarthy Road Appleton WI 54913 United States
Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)	Refurbishment/Design/Service and Warranty Repair/Test.	816 Commercial Avenue Weyauwega WI 54983 United States
Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)	Design and assembly of airport rescue and fire fighting trucks.	1515 County Rd O Neenah WI 54956 United States
Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)	Design, assembly, paint, test	1497 County Road O Neenah WI 54956 United States

This certificate's validity is subject to the organization maintaining their system in accordance with ABS Quality Evaluations, Inc. 1701 City Plaza Dr Spring, TX 77389 USA requirements for management system certification. It is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof. Validity may be confirmed by accessing the website (www.abs-qe.com) or scanning the code to the right with a smartphone. For certificates issued in the People's Republic of China information may also be verified on the Certification and Accreditation Administration of the People's Republic of China's website (www.cnca.gov.cn). The certificate remains the property of ABS Quality Evaluations, Inc. to whom it must be returned upon request.



ABS Quality Evaluations

Certificate Of Conformance

This is to certify that the Environmental Management System of:

Pierce Manufacturing, Inc.

**1515 County Rd O
Neenah, WI 54956
U.S.A.**

(WITH ADDITIONAL FACILITIES LISTED ON ATTACHED ANNEX)

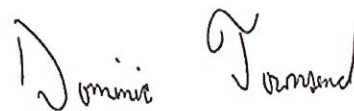
has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:
ISO 14001:2015

The Environmental Management System is applicable to:

ASSEMBLY OF EMERGENCY RESPONSE TRUCKS

This certificate may be found on the ABS QE Website (www.abs-qe.com). For certificates issued in the People's Republic of China information may also be verified on the CNCA website (www.cnca.gov.cn).

Certificate No:	56695
Certification Date:	31 May 2018
Effective Date:	15 May 2024
Expiration Date:	30 May 2027
Revision Date:	15 May 2024



Dominic Townsend, President



Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 1701 City Plaza Drive, Spring, TX 77389, U.S.A.
Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

ABS Quality Evaluations

ISO 14001:2015

Certificate Of Conformance

ANNEX

Certificate No: 56695

Pierce Manufacturing, Inc.

At Below Facilities:

Facility: 1515 County Road O
Neenah, WI 54956
U.S.A.

Facility: 1497 County Road O
Neenah, WI 54956
U.S.A.

Activity: Management of EMS, Administration, Assembly

Activity: Assembly, Warehouse, Painting



Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

OSHKOSH AIRPORT PRODUCTS

A DIVISION OF PIERCE MANUFACTURING INC.

AN OSHKOSH CORPORATION COMPANY

1515 County Road O, Suite A

Neenah, WI 54956

920-832-3000

www.oshkoshairport.com



Oshkosh Striker Customer Reference List

Reference 1

Appleton International Airport (ATW)

Address: W36390 Challenger Drive, Appleton, WI 54914

Contact name: Chief Ben Holle

Contact phone number: 920-851-6990

Contact email address: bholle@atwairport.com

Reference 2

Concord-Padgett Regional Airport (JQF)

Address: 9000 Aviation Blvd NW, Concord, NC 28027

Contact name: Chief Jake Williams

Contact phone number: 704-791-4159

Contact email address: williamj@concordnc.gov

Reference 3

Detroit Metropolitan Wayne County Airport (DTW)

Address: 509 West Service Dr, Detroit, MI 48242

Contact name: Chief Glenn O'Such

Contact phone number: 734-247-7089

Contact email address: glenn.osuch@wcaa.us

Reference 4

Gainesville Regional Airport (GNV)

Address: 3880 NE 39th Ave A, Gainesville, FL 32609

Contact name: Shaun Blevins

Contact phone number: 352-373-0249

Contact email address: shaun.blevins@flygainesville.com

Reference 5

Gerald R. Ford International Airport (GRR)

Address: 5500 44th St SE, Grand Rapids, MI 49512

Contact name: Chris Anderson

Contact phone number: 616-233-6079

Contact email address: chanderson@grr.org



Warranty Statements



AIRPORT PRODUCTS

One (1) Year Material and Workmanship Basic Vehicle Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Oshkosh Airport Products provides the following warranty to the Buyer:

Coverage:	Portions of the vehicle manufactured by Oshkosh shall be free from defects in material and workmanship
Warranty Begins:	The date the vehicle is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) Months, or 15,000 Miles
Conditions and Exclusions:	This warranty excludes components having their own warranties as defined in 1(a) including but not limited to: Commercial chassis, engine, transmission, axles, tires, pumps, tools, radios, tanks, plows, brooms, turrets, nozzles, generators, heaters, compressors, reels, sirens, battery chargers, inverters, lightbars and similar equipment. This warranty excludes service items such as bulbs, tires, batteries, fluids, and windshield wipers. This warranty excludes scheduled maintenance, tire balancing, alignment, or other similar necessary adjustments.
See Also Paragraphs 2 thru 4	

This limited warranty shall apply only if the product is properly maintained in accordance with Oshkosh's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Oshkosh in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Oshkosh makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Oshkosh, with respect to all such parts, components, attachments and accessories, Oshkosh shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Oshkosh which, in the sole judgment of Oshkosh, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Oshkosh assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Oshkosh.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Oshkosh Customer Service Department; or (b) at a facility which has not been approved by Oshkosh as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Oshkosh may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY Oshkosh. Oshkosh HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Oshkosh within the time period specified in paragraph 1, and shall make the product available for inspection by Oshkosh or its designated agent. At the request of Oshkosh, any allegedly defective product shall be returned by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Oshkosh shall repair or replace (at Oshkosh's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Oshkosh. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Oshkosh and Buyer, IN NO EVENT SHALL OSHKOSH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY OSHKOSH, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER OSHKOSH HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Oshkosh specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, downtime, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to the Oshkosh Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Oshkosh in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Oshkosh) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission, Inc. will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
1000 Series, 2000 Series, 2400 Series	0-36	No Limit	No Charge	No Charge
HD 1000 EVS, 1350 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS, 4850 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

****** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

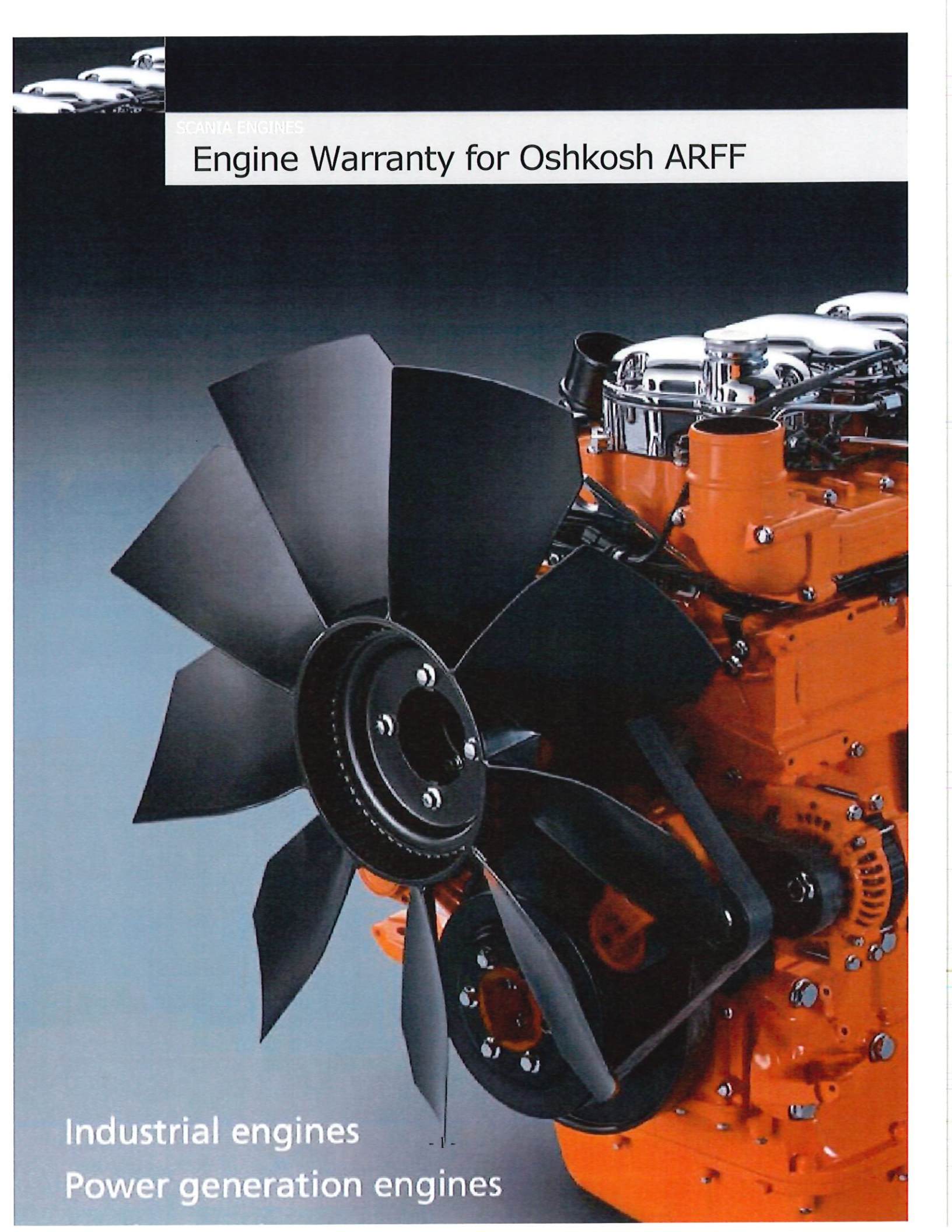
THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201612)



SCANIA ENGINES

Engine Warranty for Oshkosh ARFF

Industrial engines
Power generation engines

OSHKOSH WARRANTY STATEMENT FOR ARFF

I. BASIC WARRANTY

A. Overall Description

1. Liability for Defects. The Scania warranty generally provides that the company will remedy any defect or nonconformity in its engine products resulting from faulty materials or workmanship, subject to certain terms, conditions and limitations provided in detail in the Scania Global Warranty. As part of this warranty, Scania may provide new, remanufactured or repaired components (in its sole discretion) in fulfillment of its obligations.
2. Scania Industrial Engines. The term of the Basic Warranty begins on the date of Scania's delivery of the engine and continues for 24 months after the earlier of (a) the date on which the engine first was put Into Use or (b) 36 months after the date that Scania CV AB first shipped the engine to Purchaser. Each Purchaser is required to complete a start of warranty report ("Start-Up Report") promptly following the installation of an engine to denote that such Scania Engine Product has been put Into Use. If no Start-Up Report is submitted to Scania, the warranty period will be regarded as having been put Into Use (and the Start-Up Report deemed to have been provided) on the date of delivery from Scania.
3. Extended Product Support. Extended product support is applicable according to Scania's continuously updated Extended Product Support (EPS) list. The most important components are subject to extended product support as listed in the table below:

	Warranty period (months)	Operating hours limit	Components covered
Basic Warranty	24	10 000	All
Extended Product Support Scania Reimburses for Labor & Material	12-24 100% 24-36 75% 36-48 50%	10 000	Cylinder block casting defects, Crankshaft breakage and Connecting rod breakage
Emissions Warranty (U.S. only)	60	3000	<u>Emission Control System</u> Fuel Injection system, Air induction system, Exhaust manifold, Smoke limiter, Oil filler cap, EGR system, Exhaust brake (when used for emissions), NOx sensors, DOC, SCR system

4. Emissions Warranty for the United States. In addition to the Basic Warranty, for the United States, Scania has special warranty conditions which fulfil the demands according to the frame work of the U.S. Environmental Protection Agency. These conditions also include an extended warranty for emission related items. The emissions warranty is set forth in the applicable engine operating manual and is also available from your Scania Representative.

B. Scania Responsibilities

Upon approved warranty repair, Scania will pay the cost of lubricants, coolants, filters, hoses and other components which cannot be reused due to the damage they have sustained in connection with damage covered by the warranty.

The warranty is only valid in markets with authorized service facilities for Scania products. In other markets, the warranty will apply only as stipulated in an agreement on the procedure for warranty claims between Scania and the Purchaser.

If a Scania engine has to be repaired on site Scania will pay reasonable callout and travel charges, as defined in the Scania Global Warranty. Distributors/dealers must be able to support all claims for reimbursement with copies of receipts, invoices etc.

C. Owner Responsibilities

The party that owns the Scania engine (the "Owner") will be responsible for the operation and maintenance of the engine as specified in the applicable Scania Operator's manual. The Owner will also be responsible for providing proof that all recommended maintenance has been performed. If the Owner wants to put in a claim for any failure covered by the warranty, the Owner has to notify a Scania distributor, authorized dealer or other repair location approved by Scania and make the engine available for repair by such facility before the expiration of the applicable warranty.

The Owner will be responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during warranty repairs unless such items are not reusable due to the warrantable failure.

If the Owner will store the engine for more than 6 months from production date, Scania's warranty is only valid if the Owner from the very beginning completely follows Scania's directions for storage and preservation of the engine as described in the Operator's Manual.

The Owner will be responsible for damages caused by incorrect or inappropriate usage, overloading, insufficient service and maintenance, wrong amount or quality of lubricating oil, coolant or air supply, usage of wrong fuel, incorrect or inappropriate storage, incorrect or inappropriate installation or damages caused by incorrect repairs or the use of other spare parts than Scania original parts.

D. Reimbursement

The cost of labor subcontracted by a Scania Representative, or of material not normally contained in the Scania parts inventory such as sheet steel and blanks, will be reimbursed as deemed reasonable by Scania. Such special costs must always be documented.

Scania workshops can only subcontract warranty repairs to external suppliers where specialist skills or equipment not defined or expected as a franchise requirement are unavailable at the workshop. Labor costs will be reimbursed according to Scania standard times. Operations not contained therein will be reimbursed as deemed reasonable by Scania, in conjunction with the repair method defined in the relevant workshop manual.

E. Limitations. In addition to other terms, conditions and limitations set forth in the Global Warranty, the following limitations shall apply:

The warranty is only valid if, among other things, the engine is properly used within the engine's applicable Power Definitions, which are available in your Scania engine operating manual, on the Scania Global Website at www.Scania.com or from your Scania Representative.

As noted above, "Improper use" will also include the failure to adhere to specified maintenance and repair requirements and unauthorized modification.

Defects that arise as a result of fitting of parts that are not Scania parts supplied by Scania, or defects connected with such use, are not covered by the Scania warranty.

Scania is not responsible for any loss or damage directly or indirectly caused by any fault in the Scania engine, irrespective of if the damage is caused by any material or performance failure or any other production related reason.

Normal wear items, e.g. drive belts, clutch drive plates etc., are not covered by the warranty as stated in the Scania Global Warranty.

F. Disputes. Any disputes relating to the Basic Warranty or the SEPC will be resolved in accordance with the Dispute Resolution Supplement cited in the Scania Global Warranty.



UNITED PLASTIC FABRICATING, INC.

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UPF **UNITED PLASTIC FABRICATING, INC.**

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS (TELLURUS warranted for four (4) years from the date first placed in service, or four and one-half (4-1/2) years from the date of shipment), whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

F-2891 (05/12/22)



STRIKER

6x6

The Oshkosh® Striker® vehicle maximizes your firefighting arena. Get exceptional fire suppression, mobility, and safety in the redesigned 6x6 – with more technology and firefighting system options than ever before.

OSHKOSH
AIRPORT
PRODUCTS

A detailed view of the cockpit of a model train, showing the steering wheel, dashboard with multiple gauges, and various control panels and levers. The cockpit is mounted on a wooden base, and the view is from the driver's perspective. The dashboard features several analog gauges, including a speedometer and fuel gauge. The control panels include various buttons, switches, and levers, some of which are labeled with numbers and symbols. The overall design is highly detailed and realistic, capturing the essence of a train driver's environment.

INNOVATIVE FIRE SUPPRESSION

- Oshkosh power divider allows for pump and roll in any condition
- Available Snuzzle® HRET with 50' or 65' (15.2m or 19.8m) reach
- Dual crosplays allow access to handlines from either side of the truck
- Choice of standard pressure or ultra-high pressure pump systems
- Options for auxiliary firefighting systems include: 3M NOVEC 1230, CAFS, Halotron, and Dry Chemical Powder

- Modular cab layout with switching and controls logically placed
- Spacious cab seats up to 5 firefighters
- Industry-leading forward visibility
- Walk-in rear service compartments allow for easy maintenance
- Oshkosh Command Zone™ system with built-in diagnostic support
- Oshkosh CARE™ clean cab system for increased carcinogen protection

- 24/7/365 global support
- Comprehensive parts/technical support at
- Dedicated professional operators and maintenance training available

DC16 084A. 493 kW (670 hp)

EU Stage IV, US Tier 4f



The industrial engines from Scania are based on a robust design with a strength optimised cylinder block containing wet cylinder liners that can easily be exchanged. Individual cylinder heads with 4 valves per cylinder promotes reparability and fuel economy.

The engine is equipped with a Scania developed Engine Management System, EMS, in order to ensure the control of all aspects related to engine performance. The injection system is Scania's XPI (Extra High Pressure Injection), a common rail system that in combination with SCR (Selective Catalytic Reduction) and EGR (Exhaust Gas Recirculation) gives low exhaust emissions with good fuel economy and a high torque. The engine can be fitted with many accessories such as air cleaners, silencers, PTOs and flywheels in order to suit a variety of installations.

	Rating	Engine speed (rpm)			
		1200	1500	1800	2100
Gross power (kW)	IFN	390	493	493	493
Gross power (hp, metric)	IFN	530	670	670	670
Gross torque (Nm)	IFN	3104	3139	2615	2242
Spec fuel consumption. Full load (g/kWh)		194	195	199	215
Spec fuel consumption. 3/4 load (g/kWh)		194	192	199	215
Spec fuel consumption. 1/2 load (g/kWh)		200	196	199	215
Reductant consumption. Full load (g/kWh)		13	13	12	12

IFN – Intermittent service: Rated output available 1 h/6 hours period.
Unlimited h/year service time at a load factor of 80%.

Note!

The fuel consumption values are valid when the engine uses fully warm after treatment system and in warm conditions. Fuel efficiency will be reduced during warm up and with colder ambient temperature, especially in combination with un-efficient thermal insulation of after treatment system.

Standard equipment

- Scania Engine Management System, EMS
- Extra high pressure fuel injection system, XPI
- Turbocharger (VGT)
- Fuel filter and extra pre-filter with water separator
- Fuel heater
- Oil filter, full flow
- Centrifugal oil cleaner
- Oil cooler, integrated in block
- Oil filler, in valve cover
- Deep front oil sump
- Oil dipstick, in block
- Magnetic drain plug for oil draining
- Starter, 1-pole 7.0 kW
- Alternator, 1-pole 100A
- Flywheel, for use with friction clutch
- Silumin flywheel housing, SAE 1 flange
- Front-mounted engine brackets
- SCR system
- EGR system
- Open crankcase ventilation
- Operator's manual

Optional equipment

- Prepared for cooling package
- Puller and pusher fans
- Fan ring with sealing
- Hydraulic pump
- Air compressor
- AC compressor
- Side-mounted PTO
- Front-mounted PTO
- Exhaust connections
- Electrical base system
- Control and instrument panels
- Accelerator position sensor
- Engine heater
- Flywheel: SAE14"
- Stiff rubber engine suspension
- Air cleaner
- Closed crankcase ventilation
- Studs in flywheel housing
- External thermostat for extra oil cooler
- Low coolant level reaction
- Variable idle speed setting
- Low oil sump
- Oil level sensor

This specification may be revised without notice.

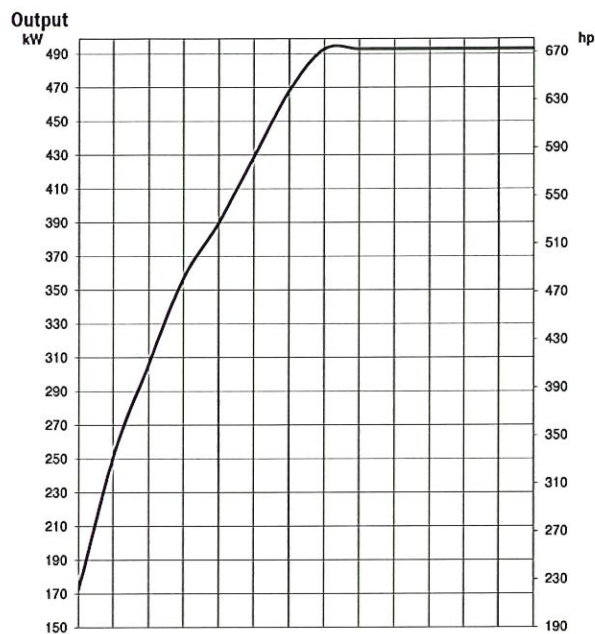


DC16 084A. 493 kW (670 hp)

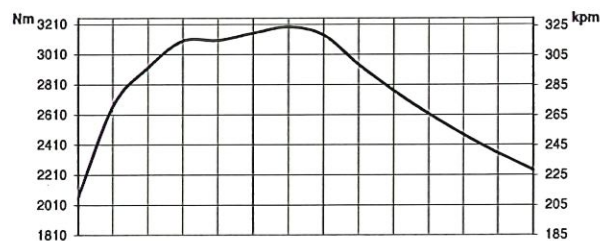
EU Stage IV, US Tier 4f

Engine description

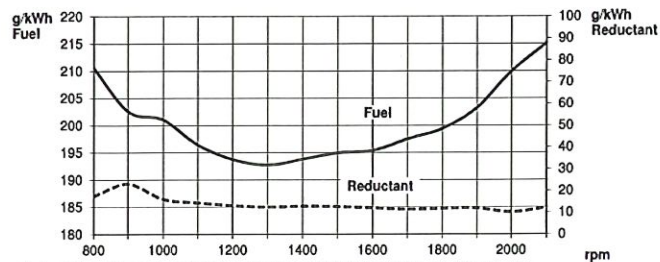
No of cylinders	90° V8
Working principle	4-stroke
Firing order	1 - 5 - 4 - 2 - 6 - 3 - 7 - 8
Displacement	16.4 litres
Bore x stroke	130 x 154 mm
Compression ratio	16.7:1
Weight	1340 kg (excl oil and coolant)
Piston speed at 1500 rpm	7.7 m/s
Piston speed at 1800 rpm	9.24 m/s
Camshaft	High position alloy steel
Pistons	Steel pistons
Connection rods	I-section press forgings of alloy steel
Crankshaft	Alloy steel with hardened and polished bearing surfaces
Oil capacity	35-45 dm ³
Electrical system	1-pole 24V



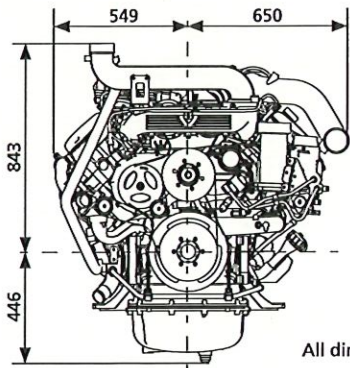
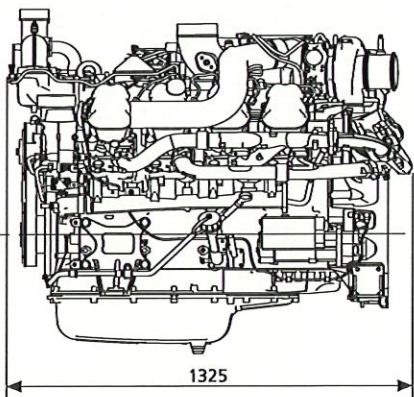
Torque



Spec fuel and reductant consumption



Test conditions Air temperature +25°C. Barometric pressure 100 kPa (750 mmHg). Humidity 30%. Diesel fuel acc. to ECE R 24 Annex 6. Density of fuel 0.840 kg/dm³. Viscosity of fuel 3.0 cSt at 40°C. Energy value 42700 kJ/kg. Power test code ISO 3046. Power and fuel values +/-3%.



All dimensions in mm



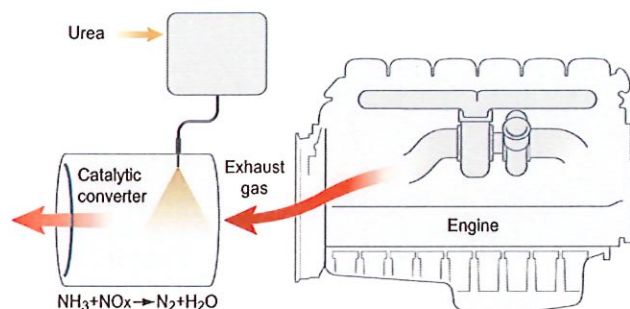
SCANIA

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SCR system

EU Stage IV, US Tier 4f

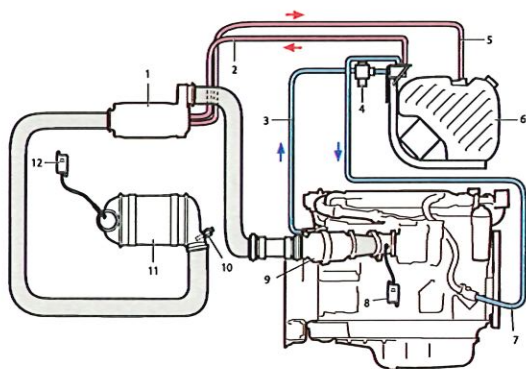


The principle for Scania SCR system

SCR (Selective Catalytic Reduction) technology is used on Scania's engines for EU Stage IV and US Tier 4f to reduce the NO_x content in the exhaust gases. A chemical process is started by injecting reductant, an urea and water mixture, into the exhaust gas stream. During injection the water evaporates and the urea breaks down to form ammonia. The ammonia then reacts with the nitrogen gases in the catalytic converter and forms harmless products such as nitrogen gas and water. Through the use of SCR the exhaust gases are purged of poisonous levels of NO_x in the best possible way. Scania is making use of a system that is carefully developed and tested in our own laboratory.

The reductant tank is available in different sizes and is heated by the engine's cooling system in order to avoid freezing of the urea solution; urea freezes at -11°C . The tank and a pump module are delivered as a unit which is fitted to brackets for an easy installation. The Scania system contains all mechanical and electrical parts needed except from the exhaust piping which is to be adapted according to the customers installation.

Mechanical system

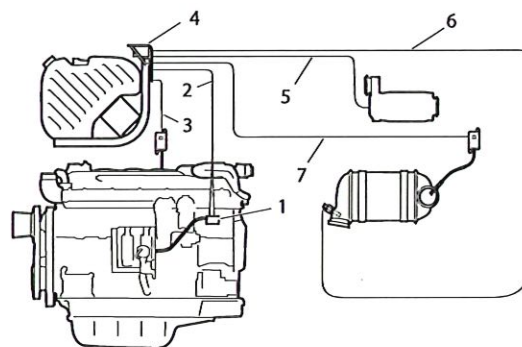


	Standard	Optional
1 Evaporator module	✓	-
2 Reductant pressure line	2.5 m	4 m, 5 m, 6.5 m
3 Coolant hose for tank and pump heating	-	-
4 Coolant valve	✓	-
5 Reductant fluid return line	2.5 m	4 m, 5 m, 6.5 m
6 Reductant tank	38 l	45 l, 60 l, 63 l, 70 l
7 Coolant hose, return from tank and pump heating	-	-
8 NO_x sensor with control unit	✓	-
9 Oxidation catalytic converter ¹⁾	Engine-mounted	Separately
10 Temperature sensor	✓	-
11 SCR catalyst	✓	-
12 NO_x sensor with control unit	✓	-

1) Not DC13 085A or DC16.

This specification may be revised without notice.

Electric system



	Standard	Optional
1 Customer interface, SCR system	✓	-
2 between engine and SCR control unit	3 m	4.5 m, 6 m
3 NO_x sensor electrical cable	3 m	4.5 m, 6 m
4 Electrical interface, SCR system	✓	-
5 Reductant doser electrical cable	3 m	4.5 m, 6 m
6 Temperature sensor electrical cable	3 m	4.5 m, 6 m, 9 m
7 NO_x sensor electrical cable	3 m	4.5 m, 6 m, 9 m

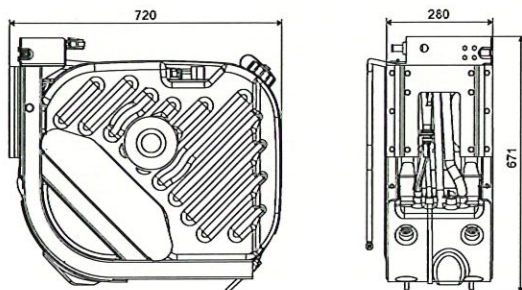
SCR system

EU Stage IV, US Tier 4f

Reductant tank - 38 litres

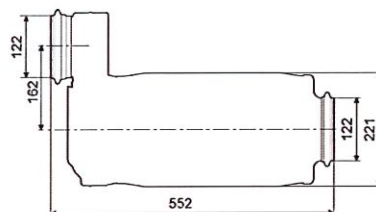
Total volume: 50 litres

Filling volume: 38 litres

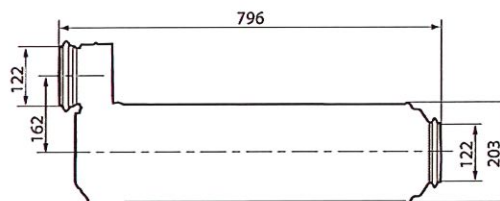


Other available sizes: 45 litres (total volume 62 litres)
60 litres (total volume 75 litres)
63 litres (total volume 80 litres)
70 litres (total volume 88 litres)

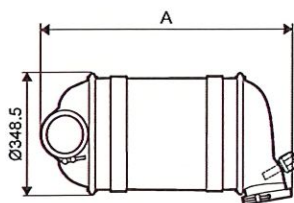
Evaporator module (DC9 and DC13)



Evaporator module (DC16)

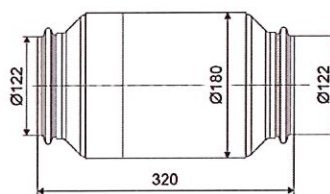


SCR catalyst



Engine	Dimensions A (mm)
DC09 (202 kW - 257 kW)	786
DC09 (276 kW - 294 kW)	900
DC13 (257 kW - 331 kW)	900
DC13 (368 kW - 405 kW)	970
DC16	970

Oxidation catalytic converter (not DC13 085A or DC16)



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www.scania.com
engines@scania.com



Rely On Allison When Every Second Counts

Specify Allison for more choices engineered to fit your needs.

RATINGS						
MODEL	RATIO	MAX INPUT POWER ¹ hp (kW)	MAX INPUT TORQUE ¹ lb-ft (N•m)	MAX INPUT TORQUE w/SEM TORQUE LIMITING ^{1,2} lb-ft (N•m)	MAX GVW lbs (kg)	MAX GCW lbs (kg)
1000 EVS	Close Ratio	340 ^{3,5} (254) ^{3,5}	575 (780)	660 ^{3,5} (895) ^{3,5}	19,500 (8845)	26,000 (11,800)
1350 EVS	Close Ratio	340 ^{3,5} (254) ^{3,5}	575 (780)	660 ^{3,5} (895) ^{3,5}	19,500 (8845)	30,000 (13,600)
2100 EVS	Close Ratio	340 ^{3,5} (254) ^{3,5}	575 (780)	700 ⁷ (950) ⁷	26,000 (11,800)	26,000 (11,800)
2200 EVS	Close Ratio	340 ^{3,5} (254) ^{3,5}	575 (780)	700 ⁷ (950) ⁷	26,000 (11,800)	26,000 (11,800)
2350 EVS ⁵	Close Ratio	340 ³ (254) ³	575 (780)	700 ⁷ (950) ⁷	30,000 (13,600)	30,000 (13,600)
2500 EVS	Wide Ratio	340 ^{3,5} (254) ^{3,5}	575 (780)	700 ⁷ (950) ⁷	33,000 (15,000)	33,000 (15,000)
2550 EVS ⁵	Wide Ratio	340 ³ (254) ³	575 (780)	700 ⁷ (950) ⁷	30,000 (13,600)	30,000 (13,600)
3000 EVS	Close Ratio	450 (336)	1250 (1695)	N/A	—	—
3500 EVS	Wide Ratio	330 (246)	985 (1335)	N/A	—	—
4000 EVS						
4500 EVS	Wide Ratio	600 (447)	1770 (2400)	1850 ⁴ (2508) ⁴	—	—
4700 EVS						
— ARFF ⁶	Widest Ratio	600 (447)	1850 (2508)	N/A	—	—
4800 EVS						
— ARFF ⁶	Widest Ratio	700 (522)	1950 (2644)	N/A	—	—
4850 EVS						
— ARFF ⁶	Widest Ratio	770 (574)	1950 (2644)	N/A	—	—

1 Gross ratings as defined by ISO 1585 or SAE J1995. 2 SEM = engine controls with Shift Energy Management. 3 SEM and torque limiting are required to obtain this rating.
4 Available in gears two through six. 5 Check with your OEM to ensure offerings. 6 Aircraft Rescue and Fire-Fighting Vehicle. 7 With 5th Gen controls. In ranges three through five.

Superior Acceleration = Shorter Response Time = **At Your Destination Faster**



Allison: The Most Reliable Choice For Fire + Emergency

- Unmatched reliability — designed for the toughest applications
- Faster acceleration
- Improved maneuverability
- Less maintenance and increased uptime
- Easier and safer to operate compared to other transmission technologies
- Available with a Power Take-Off (PTO) driven at engine speed

Manuals And Automated Manuals Spend More Time Getting Up To Speed

Allison Automatics Provide Up To 35% Faster Acceleration



Manuals & AMTs Accelerate Slower, Which Can Increase Response Time



Allison Automatics perform better than manual or automated manual transmissions (AMTs) that lose power and torque every time they shift, resulting in inefficient operation. They can give you up to 35% faster acceleration. Together with the correct driveline, an Allison will get you to your destination faster and safer. Superior acceleration results in shorter response time to save lives, treat injuries and minimize property damage.



Allison Transmission Authorized Service Coverage

A World Of Support

From our headquarters in Indianapolis, Indiana, USA, to our manufacturing plants in Hungary and India, to approximately 1,400 Allison Authorized Distributors and Dealers around the globe, you are never far from the products, training, service and support you demand.

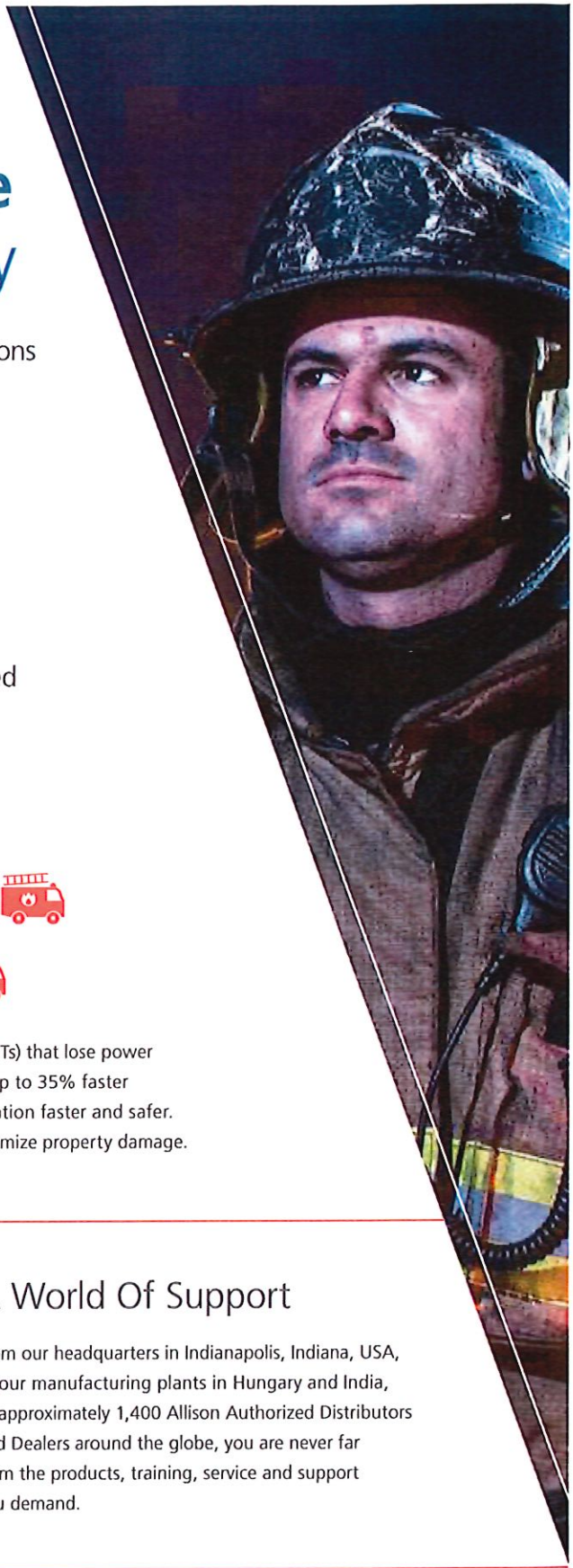
One Allison Way
Indianapolis, Indiana, USA, 46222-3271

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FOAM SYSTEMS

CAFSystems™

FIRE PUMPS

ARFF FIRE PUMPS

CR/CRU



Transmission
Options



QA



QB

The rugged and reliable Waterous CR / CRU single-stage centrifugal fire pump provides the discerning pro a large capacity pump either pedestal-mounted (CR, CRU models) or with an optional chain-driven transmission (CRQA, CRQB, CRUQB). This CR end-suction pump has a water delivery rated at 2050 GPM @ 250 PSI (7800 L/min. @ 17 bar). The CRU end-suction pump has a water delivery rated at 2640 GPM @ 250 PSI (10000 L/min @ 17 bar)

PERFORMANCE

- 2050 to 2640 GPM (7800 to 10,000 l/min)
- Maximum Pressure: 250 PSI (17 bar)

SPECIFICATIONS: MODEL CR/CRU HIGH-FLOW PUMP

FOR ARFF, MUNICIPAL AND INDUSTRIAL APPLICATIONS

CR/CRU Pump Performance							
Model	FLOW			PRESSURE			
	GPM	l/min	l/sec	PSI	bar	kPa	MPa
CR	2050	8000	130	250	17	1700	1.7
CRU	2640	10000	165	250	17	1700	1.7

Pump Specifications

Casing:

Gray iron (bronze optional)

Wear Rings:

Bronze replaceable wear rings to increase pump life and keep maintenance costs to a minimum.

Impeller:

Bronze, mechanically and hydraulically balanced to eliminate vibration.

Impeller Shaft:

Stainless steel, heat treated, ground to precise size and polished under shaft seal.

Seal Type:

Mechanical seal is standard (self-adjusting).

Intake:

8 inch (20.3 cm) flanged

Discharge:

5 inch (12.7 cm) Victaulic®

Discharge Positions:

Available in horizontal or vertical.

Bearings:

All bearings are oil-splash lubricated, anti-friction (ball-type), and located outside the pump casing to accurately align and support the impeller shaft assembly. Ball bearings are deep-groove or angular-contact type designed to carry both radial and axial thrust.

Warranty

Waterous Seven-Year Limited Warranty (Fire Fighting Applications Only)

Conditions of Sales

For details on Waterous Condition of Sales, refer to F-2190, *Conditions of Sales* located on the Waterous web site at www.waterousco.com or by contacting Waterous.

Optional Equipment

- Priming System, see F-2418
- Pressure Control Systems:
 - Discharge Relief Valve, see F-897
 - Intake Relief Valve, see F-2192
- Corrosion Protection – Zinc Intake Screens and Anodes
- Overheat Protection Manager, see F-2422
- Drain Valves, see F-1158
- Discharge Valves, see F-1161
- Discharge Positions:
 - Available in 25° below horizontal, horizontal or vertical.
- Pneumatic Shift
- Transmissions Available:
 - QA (10-1/2 inch offset) **CR Pumps Only**
 - Chain Driven
 - Gray-iron Case
 - 1:1 ratio
 - 1.750-10 SAE spline with Spicer 1550 Series End Yoke
 - QB (18-1/4 inch offset) **CR Pumps Only**
 - Chain Driven
 - Aluminum Case
 - 1:06 ratio
 - 1.750-10 SAE spline with SPL Series 90 End Yoke
 - QB (18-1/4 inch offset) **CRU Pumps Only**
 - Chain Driven
 - Aluminum Case
 - 1:072 ratio
 - 1.750-10 SAE spline with SPL Series 90 End Yoke

Industry Leading Sales and Support

When you purchase equipment, not only do you get quality products, you get quality service. Our expert service technicians are the best in the business and they are always happy to answer any service questions you might have.

Sales/Applications Assistance
Phone: 651-450-5234 (Press 3)
pumpsales@waterousco.com

Service Assistance
Phone: 651-450-5200
Fax: 800-488-1228
service@waterousco.com



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Oshkosh Corporation (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/ USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Oshkosh Corporation (Employer) hereby designates and appoint ADP, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer	
Oshkosh Corporation	
Name (Please Type or Print) Judy Carter	Title
Signature Electronically Signed	Date 11/04/2008
E-Verify Employer Agent	
ADP, Inc.	
Name (Please Type or Print) Judy Carter	Title
Signature Electronically Signed	Date 11/04/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/30/2008



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Oshkosh Corporation
Company Facility Address	2307 Oregon Street Oshkosh, WI 54903
Company Alternate Address	
County or Parish	WINNEBAGO
Employer Identification Number	390520270
North American Industry Classification Systems Code	333
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	116 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AZ	1
CA	5
CO	2
CT	1
FL	7
GA	1
IA	5
IL	4
IN	6
KS	1
LA	1
MA	1
MD	3
MI	4
MN	2
NC	2
ND	1
NE	5
NV	1
OH	3
OR	1
PA	11
SC	1
TN	2
TX	4
UT	4
VA	1
WA	1
WI	35



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Laura Frank
Phone Number 92023591512457
Fax 9202339268
Email lfrank@oshkoshcorp.com

Name Lori Stewart
Phone Number 9205097825
Fax
Email lstewart@oshkoshcorp.com



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This list represents the first 20 Program Administrators listed for this company.



Proposal for **Augusta Regional Airport (AGS)**

Prepared by **Airport Sales - Direct**

06/11/2026

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RESPOND.**



VEHICLE PERFORMANCE FIGURES/MEASUREMENTS

Balances and Clearances

The vehicle weight will be distributed as equally as practical over the axles and tires. The difference in tire load between tires on any axle will not exceed 5 percent of the average tire load for that axle. The difference in load between axles will not exceed 10 percent of the load on the heaviest axle meeting NFPA 414 requirements using the 24R21 tire size.

Approach & Departure Angles	30 degrees
Inter Axle Clearance Angle	12 degrees
Underbody Clearance	22.26 inches (565 millimeters)
Under Axle Clearance at Differential Housing Bowl	16.5 inches (419 millimeters)
Wall-to-Wall Turning Circle Diameter (Front Steer)	106 feet (32 meters)

Exterior Dimensions

The overall vehicle height, length, and width of the vehicle will be consistent with the rated payload and operational performance.

Overall Length	475 inches (12,065 millimeters)
Overall Width (Excluding Mirrors)	120 inches (3,048 millimeters)
Overall Height (Top of Handrails Fully Laden)	136 inches (3,454 millimeters)

Overall vehicle height and length indicated in table is with standard height handrails and rear roof access ladder equipped

Acceleration Performance

The fully laden vehicle acceleration will be from 0-50 mph (0-80 km/h) in 29 - 31 seconds depending on vehicle configuration as well as road and wind conditions. The fully laden vehicle acceleration time will not exceed 35 seconds per NFPA 414 requirements.

Top Speed Performance

The fully laden vehicle will have a minimum top speed of 71 mph (115 km/h) on a flat, level, improved (paved) surface.

Braking Performance

The brake system will meet the following performance requirements at gross vehicle weight (fully laden):

Service Brake:

Stopping Distance From	20 mph (32 km/h)	33 feet (10 meters) Maximum
Stopping Distance From	40 mph (64 km/h)	121 feet (37 meters) Maximum
Hold Fully Laden Vehicle On Grade	50% Minimum Descending	50% Minimum Ascending

Emergency Brake: (Depending on vehicle configuration)

Stopping Distance From	40 mph (64 km/h)	288 feet (88 meters) Maximum
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Parking Brake:

Hold Fully Laden Vehicle on Grade	20% Minimum Descending	20% Minimum Ascending
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Suspension Performance

An off-road, high mobility Oshkosh® TAK-4®, all-wheel independent suspension system will be provided resulting in no more than 0.5 g rms acceleration at the seat of the vehicle when traversing an 8 inch (24 centimeter) half round at 35 mph (56 km/h) without causing injury to the operating personnel, loss of vehicle control, or damage to the vehicle. The design will allow the vehicle to travel safely at minimum off-road speeds of 35 mph (56 km/h). The Oshkosh® TAK-4®, Independent suspension system design will allow for a minimum of 16 inches (406 millimeters) of total wheel travel and is NFPA414 and 150/522-10E certified.

Gradeability

The vehicle will be able to:

- Ascend a smooth, dry, paved road having a 20 percent grade and maintain a speed of at least 8 mph (13 km/h).
- Ascend and descend a dry, hard surface incline having a 50 percent grade at not less than 1 mph (1.6 km/h).
- Climb a vertical wall at least 18 inches (450 millimeters) high and negotiate terrain that will deflect the opposite wheels of the truck in alternately contrary directions at least 14 inches (360 millimeters).

Dynamic and Static Stability

The vehicle will meet the following stability requirements:

Side Slope Stability (Tilt Table Meeting SAE J2180)	30 degrees (58 percent grade)
Dynamic Balance (Min. Speed on 30 m (100 ft.) Radius Circle)	22 mph (35 km/h)
Capable of performing NATO double lane change at speed up to	50 mph (80 km/h)

Environmental Conditions

The vehicle will be capable of withstanding the following conditions without detrimental effect to the operation:

- Dust particles, as encountered in desert areas
- The corrosive effects of salt fog
- Material decay from fungus and mildew
- Relative humidity up to 100 percent
- Ambient temperature ranging from 17.6 to 122 degrees Fahrenheit (-8 to 50 degrees Celsius)

- Altitude ranging from 0 to 1,968 feet (0 to 600 meters)

CHASSIS DESIGN

The vehicle frame will be designed to provide the required strength and torsional rigidity of the ARFF vehicle application. The chassis frame rail will be high strength steel alloy with a minimum yield strength of 80,000 psi (551,500 kPa) and a section modulus of 49.4 in³ (809 cm³). The main frame rails will be rectangular tube type with minimum dimensions of 12 inches (305 millimeters) by 4 inches (102 millimeters) with a minimum wall thickness of .47 inch (12 millimeters). Frames will use bolted-in crossmembers with class 10.9 metric fasteners. The minimum width to the outside of the main frame rails of an assembled chassis will be 36 inches (914 millimeters). The vehicle frame, suspension, and mounting of major components will provide for diagonally opposite wheel motion of up to 14 inches (360 millimeters) above the ground without raising the remaining wheels from the ground or causing interference. The integrity and longevity of the main frame rails will not be compromised by any welding of bracketry, suspension parts, or reinforcements.

TOWING DEVICES

Four (4) towing hooks / eyes with shackles will be attached directly to the frame rails. Two (2) will be provided at the front of the vehicle and two (2) will be provided at the rear of the vehicle.

PAINT PROCESS

The vehicle shall be painted per Oshkosh Airport Products procedures and standards per PQCP-0309. All aluminum components shall be pre-treated prior to paint using an aluminum conversion coating process. All parts of the vehicle shall be cleaned, treated and primed prior to assembly and final painting. The paint applied to the vehicle shall be a durable, single color acrylic urethane.

CAB PAINT

The cab will be painted #35 Safety Lime (FLNA 10322), the fenders will be painted #35 Safety Lime (FLNA 10322), and the skidplate inserts will be painted #99 Semi-Gloss Black (FLNA 41735). Final colors and layout will be confirmed prior to vehicle construction.

BODY PAINT

The body will be painted #35 Safety Lime (FLNA 10322), the chassis will be #35 Safety Lime (FLNA 10322) and the hubs will be painted #35 Safety Lime (FLNA 10322). Final paint colors and layout will be confirmed prior to vehicle construction.

REFLECTIVE STRIPING / GRAPHICS

Striping and lettering will be provided and installed on the vehicle. The following items will be included in the standard graphics package:

- Four (4) 16 inch (406.4 millimeter) retroreflective graphic film unit numbers; one (1) on left side and of the vehicle, one (1) on the right side of the vehicle, one (1) on the rear of the vehicle, and one (1) on the front of the vehicle
- One (1) 24 inch (609.6 millimeter) retroreflective graphic film unit number on the cab roof of the vehicle
- The airport name in up to 6 inch (152.4 millimeter) retroreflective graphic film lettering on the left side of the vehicle and on the right side of the vehicle

- Two (2) up to 24 inch (609.6 millimeter) retroreflective graphic film airport logos/insignias, one (1) on the left side and on the right side of the vehicle
- Two (2) up to 16 inch (406.4 millimeter) retroreflective graphic film fire department logos/patches, one (1) on the left side of the vehicle and on the right side of the vehicle
- An 8 inch (203.2 millimeter) retroreflective graphic film horizontal band along the left side bodywork and right side bodywork
- An 8 inch (203.2 millimeter) retroreflective graphic film horizontal band across the rear bodywork

The numbers, lettering, airport logo and/or fire department logos can have the retroreflective graphic film substituted with vinyl to align with logo complexity, marketing, airport branding requirements or end user preferences.

The graphics package will be presented to and confirmed by the end user prior to approval packet submission.

LABELS

The vehicle will be furnished with all informational, functional and safety related labels necessary for operating the vehicle and systems as required by local requirements. The labels will be in the English language.

SWITCH LABELS

Labels will be installed above or below rocker switch banks and electronic controls to indicate the function of the switches. The labels will have a black background with white lettering. Labels will be installed on the following controls (if applicable):

Cab Interior Rocker Switch Labels

- Agent activation
- Firefighting system discharges
- AC powered lighting
- DC powered lighting
- Upper discharge functions
- Lower discharge functions
- Emergency lighting
- Cab interior lighting
- Chassis controls
- Defroster fans / heated mirror / winterization controls
- Power window controls
- Bus style door controls

Cab Interior Rotary Switch Labels

- Ignition / engine start
- Headlight / marker lights
- Driveline lock
- Electric mirror adjustment

ENVIRONMENTAL CONDITIONS

The vehicle will be capable of operation in temperatures ranging from 0 C (33 F) to 50 C (122 F).

CAB ERGONOMICS AND ACCESSORIES

Cab Features

The cab will be 3-point mounted on rubber bushings and constructed of welded aluminum extrusions, aluminum plates and bonded fiberglass panels. The design and construction of the cab will provide the best strength to weight ratio to prevent cab collapse in the event of a vehicle rollover. The cab will comply with ECE R29-3 standards/directive for occupant protection of a commercial vehicle. The cab will include gutters of sufficient size to prevent foam and water from dripping onto the windshield and side windows during turret discharge operations. The cab will have a minimum internal volume of 275 cubic feet (7.79 cubic meters) with a lateral field of vision of 254 degrees (127 degrees left and right of center), with 90 degrees upward and 25 degrees downward visibility when measured from the center of the cab. The cab ground visibility for the driver will be a minimum nearest point of 8.8 feet (2.7 meters) in front of the vehicle.

The cab will have the following features:

- Control console provided between driver and officer positions
- Dashboard console and gauges in front of driver position
- Integrated electronic control and diagnostic systems
- Interior surface coating will be a painted durable grey spatter type finish

CAB VISIBILITY

There will be a total of 7.8 m² (84 ft².) area for superior visibility of shatterproof automotive tinted safety glass installed in the cab for all windows certified to DOT and ECE 43.

The window measurements will be as follows:

1. A tinted single-piece laminated windshield 3.99 m² (42.9 ft².).
2. Tinted tempered glass upper door window with surface area of 0.66 m² (7.15 ft².).
3. Tinted tempered glass upper rear cab window with surface area of 0.41 m² (4.44 ft².).
4. Tinted tempered glass front angled lower corner window with surface area of 0.34 m² (3.7 ft².).
5. Tinted tempered glass lower door window with surface area of 0.5 m² (4.9 ft².).

CAB DOOR WINDOWS

The cab doors will be equipped with electric controlled slide type windows. There will be a control switch provided for each cab door sliding window that are accessible by the seated driver and turret operator. located on the center console.

CAB MIRRORS

The vehicle cab will be equipped with two (2) Rosco 8 inch x 17 inch (203 millimeters x 432 millimeters) door mounted combination upper and lower convex mirrors, one (1) located on each side of the cab. The upper flat glass mirrors and lower convex glass mirrors on each side will be heated and electrically adjustable. The horizontal rotational viewing range will be no less than 60 degrees. Electrical switches for the mirror adjustment and heating feature will be provided within easy reach of the driver.

Two (2) rectangular convex lens spotter mirrors will be provided on the A pillars of the cab structure to eliminate blind spots in front of the vehicle. One (1) mirror will be mounted on the left side of the vehicle and one (1) mirror will be mounted on the right side of the vehicle.

WINDSHIELD DELUGE SYSTEM

The cab windshield will be equipped with a deluge system. Four (4) nozzles will be spaced across the face of the cab above the windshield to distribute water. The nozzles will be constructed from brass and have a 40 degree tapered edge flat spray pattern.

The deluge system will have a 24-volt DC pump motor to draw fresh water from the vehicle water tank. Two (2) 24-volt DC valves will be incorporated in the deluge piping to supply water when activated and will automatically drain the deluge system piping when deactivated. The deluge circuit will include an in-line serviceable strainer and quarter-turn shut off valve for system maintenance. The piping drain outlet will be located behind the left front lower body compartment and will drain onto the ground.

The deluge system will be activated by a backlit momentary ON/OFF rocker switch in the cab. When switched on the windshield wipers will be activated automatically while the system is in operation. The activation switch will have a pictogram applied to the surface for identification.

CAB STEPS

There will be a heavy duty step provided below the left side and right side cab doors. The steps will include an aggressive pattern on the stepping surface to provide high traction when entering or exiting the cab. The step design will be self-cleaning so that a maximum amount of water, snow, mud or other debris can fall off or through the step. The step will be collapsible and spring loaded to allow the step to contact obstacles and ensure that the required 30 degree angle of approach at the front of the of the vehicle and return to the default shape.

CAB DOORS

Access to the cab will be gained with a single hinged door located on each side of the vehicle that opens at least to a 90-degree angle. Woven nylon door check straps will be installed on each door to limit opening travel. The bottom of the cab door openings will include scuff plates for surface protection.

CAB DOOR INTERIOR GRAB HANDLES

The cab doors will have angled tubular grab handles with an integrated door opening mechanism. The door opening mechanism will be operable with a gloved hand and release the door latch when the interior button/lever is depressed. The door grab handles will have a durable single stage semi-gloss black paint applied to the surface.

CAB INTERIOR

The cab will be weather-tight, acoustically and thermally insulated to provide noise level not to exceed 85 dB (A) at the driver's ear position. Foam-backed black textured rubber material will cover the interior floor of the cab. The rear wall of the cab will have vinyl covered foam material to dampen noise.

CAB SUN VISORS

There will be five (5) double swing sun visors provided across the top of the cab interior just behind the windshield. One (1) will be provided in the center for the driver seating position and two (2) will be provided on each side of the center visor for the crew positions. Each padded visor will be

approximately 19.7 inches (500 millimeters) wide and 7.2 inches (183 millimeters) tall. The visors will be adjustable and covered in a dark grey vinyl material.

CAB GRAB HANDLES

There will be grab handles covered with cushioned and slip resistant material located inside the driver's and passenger door openings to facilitate safe entry and exit from the cab. The grab handles will be placed to ensure three-point contact can be maintained.

CAB CENTER CONSOLE

The cab will have an angled top center console located between the driver and turret operator seating positions. The upper surface of the center console will be angled upward toward the rear of the cab to raise the installed components to a more ergonomic height for the driver and turret operator.

ROOF HATCH

The roof hatch will be constructed from acrylic and will be located on the left side of the cab roof above the outermost seat. The roof hatch will have two (2) manual latches to secure the hatch closed and two (2) gas shocks to hold the hatch lid in the open position.

CREW SPACE

DRIVER POSITION (CENTER)

The driver's seat will be Seats, Inc., 911 Series non-SCBA type with an integral 3-point seat belt. The seat will be air-ride adjustable, include a manual tilt seatback adjustment and a manual forward/backward slide adjustment feature. The seat cover material will be black vinyl resistant to wear and staining.

RIGHT TURRET OPERATOR SEAT POSITION

The right side turret operator/officer seat will be a Seats, Inc., 911 Series SCBA type with an integral 3-point seat belt. The seat will include a fixed back design and will be a slide adjustable, non-suspension type. The seating material will be vinyl, black in color and resistant to wear and staining.

LEFT INSIDE SEAT POSITION

The left inside seat will be a Seats Inc., 911 Series SCBA compatible with an integral red 3-point seat belt. The seat will have a non-adjustable design and will be fixed mounted. The seating material will be vinyl, black in color and will be resistant to wear and staining.

LEFT OUTSIDE SEAT POSITION

No seat will be provided in the left outside seating position.

RIGHT INSIDE SEAT POSITION

There will be a universal SCBA holder installed in the right inside seat position. The SCBA holder will be a Zico Ziamatic ULLH Load and Lock bracket.

CAB HVAC (HEATING, VENTILATION, AIR CONDITIONING)

The cab will be heated and cooled by a dual air conditioning and heating system with two (2) separate HVAC units. The controls for the HVAC will be backlit and provided to the left of the driver seating position with:

- A rotary control for temperature control from hot to cold
- A rotary control for vent control to blend from full defrost to full vent
- A rotary control for fan speed with OFF, LOW, MEDIUM, and HIGH positions
- A button to activate air conditioning with indicator light
- A button to activate the recirculate function with indicator light

A Bergstrom HVAC unit will be incorporated into the structure of the cab dashboard and a remote Bergstrom HVAC unit will be mounted to the rear wall of the cab behind the driver seat. The dashboard HVAC unit will have an output of 22,300 BTU for cooling and 48,300 BTU for heating the remote HVAC unit will have an output of 19,000 BTU for cooling and 37,000 BTU for heating.

Air Conditioning Operation

The cab air conditioning system will be charged with HFC R134A refrigerant. The air conditioning system compressor will have a displacement of 313cc and will be driven by a serpentine belt drive mounted on the engine.

Heat Operation

The cab heating system will use a propylene glycol/water mixture. The cab heating system will be incorporated into the engine cooling system and will use coolant circulated by the engine water pump.

SIREN / PA SYSTEM

Siren Head

The vehicle will be equipped with a full function siren with public address capability. The siren will be a Whelen, Model 295SL series. The siren head will be backlit for visibility in dark or low light conditions. The siren system will include a hard wired microphone.

Siren Speaker

There will be one (1) Whelen, Model SA315 Series 100-watt speaker mounted at the lower portion of the right front skidplate assembly.

AIR HORNS

There will be a set of dual high/low stutter-tone Hadley air horns mounted underneath the cab, forward of the driver. The horns will be activated by a momentary switch located at the center of the steering wheel.

FOOT SWITCHES

DRIVER POSITION

There will be two (2) foot switches provided in the cab at the driver seating position. One (1) foot switch will activate the vehicle air horns and one (1) foot switch will activate the siren or public address system.

TURRET OPERATOR POSITION

There will be two (2) foot switches provided in the cab at the turret operator seating position. One (1) foot switch will activate the vehicle air horns and one (1) foot switch will activate the siren or public address system.

VIDEO SYSTEMS

Thermal Imaging Camera

There will be a Teledyne FLIR, MD-625, NFPA 2020 compliant thermal imaging camera fix mounted to the roof turret. The thermal imaging camera will aid the driver and crew during complete darkness, severe weather, smoky, foggy or other low visibility conditions. The camera will follow the turret movement for rotation and elevation.

REAR NAVIGATION CAMERA

There will be a rear facing navigation camera to aid in movement while traveling in reverse or to view the area directly behind the vehicle. A compact, fixed image color camera will be provided and will feature LED infrared illuminators to enhance the visible image in low-light situations. The infrared LEDs will have automatic day/night sensing to adjust the image in all lighting conditions. The camera will be mounted at the midpoint of the rear ladder, will activate automatically when the vehicle is placed in reverse and will have a manually activated switch in the cab. The camera image will be shown on the in-cab 12 inch (304.8 mm) color display.

CONTROLS

All instruments, warning lights and controls relative to truck operation will be displayed to the left of the driver so that they will be useful, convenient, and visible to the driver. All instruments, warning lights and controls relative to the firefighting system will be displayed to the right of the driver for center steer so that they will be ergonomic, convenient, and visible to both the driver and the officer (turret operator). Agent activation to be clearly identified with color coded switches providing the operator immediate identification of the agents. Blue will identify water, Yellow will identify water/foam, and Purple will identify dry chemical powder.

There will be a 12 inch (304.8 mm) display provided in the center of the cab control panel to aid the driver and turret operator. The display will show pump pressure, water levels, foam levels, roof turret position as well as diagnostics with fault codes. The display utilizes the Oshkosh designed control electronics which is CAN based and uses D-Series modules. The display can be user customizable and be programmed for any language.

The following cab mounted controls will be provided as a minimum:

- Accelerator Pedal
- Air Conditioner Controls
- Brake Pedal
- Color Coded Complementary Agent / System Activation
- Rotary Differential Lock Control
- Dome Light Switch Manual / Door Activated
- Foam Concentrate Reservoir Control Valve
- Headlight Switch w/ Dimmer Control
- Heater / Defroster Controls
- Horn Control
- Master Electrical Disconnect Switch (located in engine compartment)

- Panel Lights Switch with Dimmer
- Parking Brake Control
- Power Adjustable Mirror Control
- Rotary Ignition Start/Stop Switch
- Siren Switch with Microphone
- Switches for Emergency Beacon(s) / Strobe(s)
- Switches for Exterior Lights
- Switches for Non-Emergency Amber Beacon(s) / Strobe(s)
- Tilt / Telescoping Steering Wheel Column
- Transmission Range Selector
- Turret Control
- Windshield deluge
- Windshield Wiper and Washer, column mounted
- Cup Holders
- Hand throttle

INSTRUMENTS AND WARNING LIGHTS

The following instruments and warning lights will be provided in the cab:

- Air Pressure (brake and other air-driven accessories)
- Complementary Agent Tank-Charged Indication
- Beacon / Strobe Indicator (s)
- Foam Agent Tank Level Indicator
- Water Tank Level Indicator
- Water Pump Pressure
- Low Air Pressure Warning
- Compartment Door Open Indicator
- Differential Lock Indicator
- Engine Coolant Temperature
- Engine Tachometer
- Fuel Level
- Headlight Beam Indicator
- Speedometer / Odometer
- Voltmeter
- Low Engine Coolant Audible / Visual Alarm
- Digital clock
- Low Oil Pressure / High Water Temperature Audible / Visual Alarm
- Complementary Agent System Pressure Indicator
- Two (2) 12-volt DC accessory power outlets, one (1) each side (keep alive powered)
- Two (2) 5-volt DC USB A ports, one (1) each side (keep alive powered)

LATERAL ACCELEROMETER

There will be an electronic rollover warning system provided. The system will detect "g" forces exerted on the vehicle. A display will be integrated into the vehicle dash in view of the driver and include an audible alarm. The sensor base unit will be installed in an easily accessible location within the cab.

MONITORING AND DATA ACQUISITION SYSTEM (MADAS)

A Monitoring and Data Acquisition System (MADAS) which is an electronic vehicle system analyzer that constantly records preprogrammed vehicle characteristics will be installed for the collection of various performance measurements to monitor, as a minimum, the following:

1. Vehicle speed
2. Transmission gear
3. Vehicle heading
4. Lateral acceleration
5. Vertical acceleration
6. Longitudinal acceleration and deceleration
7. Brake Application
8. Engine rpm
9. Throttle position
10. Steering input
11. Vehicle braking input (pedal position and brake pressure)
12. Date, time, and location for all data collected

The MADAS system will record information and store the critical period of time including 120 seconds before an event and 15 seconds afterwards. It will require a customer supplied portable PC. The MADAS system will include software to download and to use the data.

The MADAS system will require no operator input, and until it is triggered by an event all of its' operation will be fully automatic. When an event occurs, the MADAS will provide a fault code to the operator on the main display screen in the cab. When active and ready to record vehicle attributes, it will report that to a visual indicator in the cab.

The MADAS system will be capable of recording a minimum of thirty events. Data logger capacity will be indicated to the operator via the main display. Access to the memory for downloading, viewing or deleting will require a pass code. The data software will include native features such as graphing analyses. The system will be designed so that the data being recorded will not be lost or overwritten immediately after the incident due to the use of an emergency shut-off or a master electrical disconnect switch.

ELECTRICAL SYSTEM

LIGHTING AND MARKING SYSTEM

The vehicle will be equipped with lighting designed and installed to be compliant with requirements of Federal Motor Vehicle Safety Standard - FMVSS 108.

CLEARANCE / MARKER LIGHTING

All clearance and marker lights will be LED type, 24-volt DC. The lights will be placed in the required locations at the front, sides and rear of the vehicle.

A minimum of four (4) amber LED side marker lights will be located on each side of the vehicle.

One (1) red LED marker light will be located on each side of the vehicle nearest to the rear.

Five (5) amber LED clearance lights will be mounted at the front of the vehicle.

A centered high mount red LED brake light will be installed at the rear of the vehicle and a series of five (5) red LED clearance lights will be mounted at the rear across the top of the bodywork.

TURN SIGNAL INDICATORS

Amber LED lights will be integrated into the headlight placed at the front bumper to function as front marker and turn signal indicator lights.

Two (2) LED light assemblies will be installed at the rear of the vehicle with integrated reverse, stop, tail and turn light functions. The amber turn signal indicators will be located at the outside edge of each assembly, the red tail/brake lights will be located in the middle and clear backup lights will be located to the inside of the housing. The turn signals will be self-cancelling by the cancel cam in the steering column.

HEADLIGHTS

There will be two (2) FMVSS/ECE compliant LED headlights installed, one (1) on each side at the front of the vehicle. The headlights will be certified for local requirements for right-hand traffic (RHT/left-hand steering). A rotary headlight activation switch will be provided on the dashboard and a high/low beam headlight dimmer switch will be provided on the steering column.

HEADLIGHT ALTERNATING FLASH

The high beam headlights will have an alternating flash emergency lighting function. An activation switch will be provided in the cab emergency lighting switch panel to control the high beam flash. The headlight flash switch will be enabled only when the ignition and master warning light switches are both in the on position. The alternating flash functions will automatically be deactivated when the headlight switch is active and the high beam headlights are activated.

GROUND LIGHTING

There will be ground lighting installed under the vehicle to illuminate the adjacent ground/work area. The ground lights will be IP 68 rated Luma Bar white LED strip lights encased in aluminum housings. There will be an ON/OFF ground lighting activation switch located in the cab and in addition, the ground lighting will only operate with the parking brake applied and transmission in neutral. The eight (8) lights will be distributed as follows:

- Two (2) under the cab doors, one (1) on each side
- Four (4) under the body compartments, two (2) on each side
- Two (2) under the rear of the vehicle, one (1) on each side aimed rearward

FOG / DRIVING LIGHTS

No drive lights or fog lights will be provided.

SECONDARY DAYTIME RUNNING LIGHTS

No secondary DRL (daytime running lights) will be provided on the front skidplates.

LICENSE PLATE ILLUMINATION

There will be two (2) license plate brackets provided on the vehicle to install standard U.S. sized license plates. One (1) license plate bracket with LED illumination will be installed at the left rear of the vehicle and one (1) license plate bracket without illumination will be installed on the left front skid plate. The license plate light will be activated with the marker lights.

CAB SCENE / WORKLIGHTS

There will be two (2) 24-volt DC J.W. Speaker 7250T LED front worklights provided above the cab windshield. The spotlights will have a trapezoidal beam pattern with an output of 3,715 raw lumens and an output of 2,204 effective lumens. The light housings will be constructed from black polycarbonate and the lens will be clear polycarbonate.

The cab worklights will be activated from an ON/OFF momentary rocker switch in the cab.

SCENE / WORKLIGHTS - SIDE

There will be four (4) 24-volt DC, J.W. Speaker 7250T LED side worklights provided on the vehicle. Two (2) lights will be installed on the left side of the vehicle and two (2) lights will be installed on the right side of the vehicle. Each worklight will have a trapezoidal beam pattern with an output of 3,715 raw lumens and an output of 2,204 effective lumens. The light housings will be constructed from black polycarbonate and the lens will be clear polycarbonate.

The side worklights will be switched from an ON/OFF momentary rocker switch in the cab and from an external ON/OFF momentary toggle switch on each side of the vehicle. The exterior toggle switches will activate the worklights on their respective sides.

SCENE / WORKLIGHTS - REAR

There will be two (2) 24-volt DC J.W. Speaker LED rear worklights provided at the top of the of the vehicle bodywork. The spotlights will each have a trapezoidal beam pattern with an output of 3,715 raw lumens and an output of 2,204 effective lumens. The light housings will be constructed from black polycarbonate and the lens will be clear polycarbonate.

The rear worklights will be switched from an ON/OFF momentary rocker switch in the cab and from an external ON/OFF momentary toggle switch at the rear of the vehicle accessible from ground level. The lights will automatically illuminate when the vehicle is shifted into the reverse gear.

WARNING LIGHTS

PERIMETER WARNING LIGHTS

There will be ten (10) Whelen, 700 Series, 3 inch (76.2 millimeter) x 7 inch (178 millimeter) red LED warning lights installed around the lower perimeter of the vehicle at or near bumper height. Three (3) lights will be installed on the left side, three (3) lights will be installed on the right side, two (2) lights will

be installed at the front and two (2) lights will be installed at the rear of the vehicle. The perimeter warning lights will be switched independently from upper warning lights.

STANDBY LIGHTING

There will be two (2) Whelen, Model L40AP, amber LED standby beacon lights with amber dome located on the roof of the vehicle. The lights will be located close to the mid-point of the water tank, one (1) on the left side and one (1) on the right side for 360-degree visibility and switched from within the cab.

FRONT UPPER WARNING LIGHTS

There will be two (2) Whelen, Model L40, red LED warning beacon lights installed on the roof of the vehicle near the front of the body. One (1) light will be installed on the left side and one (1) light will be installed on the right side. The lights will be activated with the upper warning light switch in the cab.

UPPER REAR WARNING LIGHTS

There will be two (2) Whelen, Model L40BF, red LED warning beacons installed on the roof of the engine cowl at the rear of the vehicle. One (1) beacon will be installed on the left side and one (1) beacon will be installed on the right side. The upper rear warning lights will be activated by a switch in the cab on the left side of the dash panel.

COMPARTMENT LIGHTING

There will be 24-volt DC white LED strip lighting provided to illuminate the interior of the compartments. The compartment lighting will be switched with the opening or closing of the roller shutter door with the ignition in the "ON" position. Each compartment will have a magnetic switch to activate and deactivate the compartment lights when the doors are opened or closed.

An indicator light in the cab will illuminate when a compartment door is not in the closed position to alert the driver. If the parking brake is released, or the vehicle shifted out of neutral an audible alarm will sound and the compartment door indicator light will flash.

POWER GENERATION

No power generation system is required.

RIGHT REAR LOWER BODY COMPARTMENT

There will be a fixed height, roll out shelf in the upper portion of the right rear lower body compartment in the place of the generator. The shelf will have a latch bar to unlock the shelf from the fully deployed and stowed positions. The shelf will have a capacity of 500 pounds (227 kilograms).

POWER SUPPLIES

A 24-volt DC vehicle electrical system will be provided. The vehicle DC power will be supplied by a two (2) alternator charging system with a minimum output of 100 amps each. A warning system will be provided in the cab to indicate an alternator failure.

The electrical system will include the following:

- Four (4) group 31, 12-volt DC maintenance free, top post, flooded lead-acid batteries with a minimum of 950 CCA @ 0 degree F (each) and 190 minutes of reserve capacity @ 25 amps.

- A warning label will state that connecting incorrectly to a 12-volt DC system will cause electrical system damage.
- Color coded, heavy duty, insulated battery and ground cables with wire code numbers.
- A backlit remote voltmeter will be installed adjacent to the batteries to read the battery state of charge.
- An engine start disable switch will be provided in the left side engine compartment that will prevent the vehicle from being started from the cab during routine maintenance.
- A lockable total vehicle master electrical disconnect switch rated for full vehicle current to completely de-energize the DC electrical system after the switch.
- Unused electrical distribution connectors or components located on the walls of the upper and lower compartments will have sturdy protective coverings installed to prevent unwanted contact with stored gear.

BATTERY CHARGER

There will be a Delta Q, 120/220-volt AC, 60/50 Hz waterproof battery charger installed in the right rear engine compartment to maintain the chassis batteries. The charger will incorporate a microprocessor controller and will charge and maintain the batteries automatically.

AUXILIARY AIR COMPRESSOR

There will be an on board auxiliary air compressor provided to maintain the vehicle's air system pressure powered by the AC inlet connection. The auxiliary air compressor will be mounted on the interior of a compartment. The compressor will be the rocking piston type and will have two (2) aluminum cylinders with an inlet air filter. The air compressor drive will be a totally enclosed, 1/2 horsepower, 120-volt AC motor with capacitor start and thermal protection. The design of the air compressor will allow for minimum vibration to be transferred to the mounting surface.

ENGINE COOLANT PREHEATER

There will be one (1) 110/120-volt AC, 1500-watt engine coolant preheater with thermostat provided to heat and maintain engine temperatures of approximately 100-120 degrees Fahrenheit (38-49 degrees Celsius). The preheater will be connected to and powered by the shoreline inlet on the vehicle.

RECEPTACLE INLETS

There will be two (2) Kussmaul™, 20-amp, 120-volt AC shoreline inlets provided to operate the dedicated 120-volt AC circuits at right rear of the vehicle. One (1) shoreline will be connected to the battery charger and auxiliary air compressor and one (1) shoreline will be connected to the engine pre-heater. The shoreline inlets will include yellow weatherproof flip up covers.

There will be a release solenoid wired to the vehicle's starter to eject the AC connectors when the engine is starting.

There will be two (2) mating connector bodies supplied with the loose equipment.

There will be a label installed near the inlets stating the following:

- Line Voltage
- Frequency

- Load(s) connected to the circuit

AUXILIARY START FEATURE

There will be 24-volt DC positive and negative posts for jump starting the vehicle provided in the right engine access compartment. The jumper studs will be located adjacent to the battery box and will have removeable color coded protective plastic covers; a red cover for the positive stud and a black cover for the negative stud.

AIR INLET RECEPTACLE

There will be a pneumatic inlet with yellow weatherproof cover located at rear of the vehicle provided to maintain vehicle air pressure when connected to an external pressurized air source. The air inlet connection will be a quick disconnect type with a check valve installed to prevent air from bleeding out the connector when disconnected.

There will be a release solenoid wired to the vehicle's starter to automatically eject the air inlet connection when the engine is cranked. A quick release air inlet connection will be provided and shipped with the loose equipment to install on the compressed air line and the end user's facility.

AIR OUTLET RECEPTACLE

No air outlet receptacle is required.

PUMP AND ROLL

The vehicle will be capable of pump and roll operations up to 20 mph (32 km/h) on a hard, level, improved surface.

ENGINE AND ACCESSORIES

ENGINE

There will be a certified EPA Tier 4f, Stage IV, Scania, Model DC16, water cooled V8 design engine with a displacement of 16.4 liters. The engine will produce a maximum of 500 kw (670 hp) and electronically limited to 2,644 Nm (1,950 ft. lbs.) of torque at 2,100 RPM. The engine will have common rail fuel injection system and will be equipped with a single turbo charger with an electronic fuel management system. The engine will have a Selective Catalyst Reduction (SCR) system for the mitigation of engine emissions. The urea tank will be located in the left rear engine cover compartment with a minimum capacity of 12 gallons (45 liters).

An engine high idle control will be provided to maintain the engine idle at approximately 1,450 rpm when activated. The control for this system will be safety interlocked to activate only after the transmission has been placed in the neutral position and the parking brake has been set.

An electronically controlled engine governor will be provided and set to limit engine speed so that it will not exceed the maximum rpm recommended by the engine manufacturer.

TRANSMISSION

There will be an Allison, EVS-4800 Series, planetary type, fully automatic, electronic controlled seven-speed transmission provided. The shift pad for the transmission will be located in the cab to the left of the driver seating position with backlit switched and a gear indicator display. The transmission will be

separate from the transfer case and located at the rear for easier maintenance. The seven-speed transmission creates better gear ratios, smoother shifting, and less wear and tear on drive components. The transmission level dipstick will be located in the left rear engine cover compartment.

A single speed transfer case with lockable differential will be provided to supply power to both the front and rear axles. The driveline will be composed of heavy duty metal driveshafts with universal joints at each connection yoke.

POWER DIVIDER

There will be a power divider to allow the pump to be engaged at any speed or engine RPM and in any gear which is automatically activated for pump operation when the pump switch is engaged from the cab. When in pump mode, the pumping RPM will increase automatically only after a discharge orifice is opened, to minimize heat build-up during standby operation.

ENGINE AIR CLEANER

The engine will be equipped with an easily replaceable canister type single stage air filter with a pleated paper element. The engine fresh air inlet will have a bonnet installed on the intake piping to shed water and will be located on the roof of the vehicle.

EXHAUST SYSTEM

The vehicle will have a vertical stainless steel exhaust stack with a rain cap. The exhaust outlet will be located on the roof of the vehicle.

FUEL PRIMING PUMP

The vehicle fuel system will be equipped with a 24-volt DC electric fuel priming pump. The activation switch will be located on the interior of the left engine compartment near the fuel filters.

MUDFLAPS

There will be a .19 inch (4.8 millimeter) thick flexible rubber mud flap provided behind each wheel well position to minimize the amount of water and road debris cast behind the vehicle by the tires. The size and positioning of the mudflaps will be FMVSS and ECE compliant.

CHASSIS AIR

The vehicle will be equipped with a Bendix, Model AD-IS, air dryer. The air dryer module will include an integrated air dryer, a reservoir, a governor, a heater and four (4) pressure protection valves. The air dryer will incorporate a spin-off replaceable desiccant cartridge.

The chassis air system will be supplied by color coded nylon tubing and will have circuit numbers printed on each section of line for easy identification. The color coding on the air lines will be as follows:

- Red will represent the primary air circuit (rear brakes)
- Green will represent the secondary air circuit (front brakes)
- Orange will represent the parking brake and cab air inlet circuit
- Yellow will represent the parking brake air delivery circuit
- Blue will designate auxiliary air circuits (air-ride seats, firefighting system air supply, chassis accessories, etc.)
- Black will represent the rear air inlet and air system drains

FUEL TANK CAPACITY

The fuel tank will be constructed from formed and welded aluminum with a fluid capacity of 90 gallons (341 liters). The fuel tank will have a bottom drain plug and the filler pipe will be located no higher than 60 inches (152 centimeters) from ground level. The fuel fill will be located in the left rear engine compartment. The fuel tank cap will have provisions to install a lock to prevent the cap from being removed. An anti-drain vent valve will be installed on the fuel tank to prevent fuel spillage in the event of a rollover. A fuel water separator with drain valve will be provided for the main engine.

A label will be provided near the fuel fill indicating that diesel fuel is required.

FMVSS STEERING & SUSPENSION SYSTEM

The front and rear axles will have adequate capacity to carry the fully loaded vehicle under all intended operating conditions with a GVWR of 93,000 pounds (42,184 kilograms). For vehicle handling, stability and off-runway performance, the axles will have an identical track width of 96 inches (244 centimeters).

The axles will consist of the following:

1. Front Axle - 31,000 pounds (14,061 kilograms) rating, double reduction (axle housing and wheel end), enclosed steering drive ends, bevel gear differential with driver operated differential lock.
2. Rear Axle - 62,000 pounds (28,123 kilograms) rating, double reduction (axle housing and wheel end), bevel gear differential with driver operated differential lock.

The suspension will incorporate the following design elements:

1. Upper and lower control arms will be used on each side of the axle.
2. Each axle will be equipped with an anti-roll bar for increased cornering stability.
3. Steering and non-steering axles will have an adjustable tie rod for alignment of the wheel to the center of the chassis.
4. Each wheel position will have at least one (1) coil spring and one (1) heavy-duty dual acting shock absorber.
5. All pivot and joints will be designed to meet the 20-year service life of ARFF vehicles and include only two (2) grease points per wheel and with proper Oshkosh factory alignment does not require special maintenance.

An off-road, high mobility Oshkosh TAK-4, all-wheel Independent suspension system will be provided resulting in no more than 0.5 g rms acceleration at the seat of the vehicle when traversing an 8 inch (24 centimeters) half round at 35 mph (56 km/h) without causing injury to the operating personnel, loss of vehicle control, or damage to the vehicle. The design will allow the vehicle to travel safely at minimum off-road speeds of 35 mph (56 km/h). The Oshkosh TAK-4, Independent suspension system design will allow for a minimum of 16 inches (406 millimeters) of total wheel travel.

The chassis will be equipped with power assisted FMVSS compliant steering that will permit manual steering to bring the fully loaded vehicle to a safe stop in the event of power assist failure. A tilt / telescoping steering wheel will be provided.

CENTRAL LUBRICATION SYSTEM

An automatic lubrication system will be installed on the vehicle for the chassis. The system will include a reservoir, an electric pump, electronic control and distribution components. Lines and fittings will be routed to distribute lubrication to the appropriate bearings and wear points on the vehicle. The system will be an SKF, "KFU" compact series or approved equal and will be located in the engine compartment to be near the central maintenance area. The reservoir will have total capacity of .79 gallons (3 liters) of lubricating fluid. The pump motor will be 24-volt DC brush type with a rated speed of 1,940 RPM and will have a 3,000 hour service life minimum.

A pressure relief valve will be installed in the system to protect the pump in the event of an obstructed line. There will be an indicator light in the vehicle dash panel to illuminate in the event of a central lubrication system fault. The system electronic control will be located adjacent to the compact reservoir and pump assembly. The control will have a switch panel for operator's input and a three digit LCD display. Outputs to this display will include system preset values, functions and error codes.

PINTLE HITCH

A medium duty pintle hitch will be installed at the rear of the vehicle in between the tow eyes to accommodate drawbars with with an ID (inner diameter) of 2 to 3 inches (51 to 76 millimeters) and a section size OD (outer diameter) from 1.25 to 1.63 inches (31.7 to 41.4 millimeters). The hitch will be a fixed, non-swiveling type rated for loads of up to 30,000 pounds (13,610 kilograms) and up to 6,000 pounds (2,720 kilograms) of vertical load. The design of the hitch and mounting will be suitable for short distance off-road towing and light recovery within the rated working limits.

BRAKE SYSTEM

The vehicle will be equipped with a dual air braking system including front and rear brakes with an overall vehicle tread width of 3,048 mm (120 in.) in accordance with FMVSS 121 Legislation. The brakes will be drum type and equipped with automatic brake adjusters, to be clutch and worm drive type. The system will feature a dual type brake treadle valve with separate supply and delivery circuits. The system to include an all-wheel, split-circuit, powered-assisted service brake, a modulated emergency brake, and a parking brake.

There will be a 6S-6M electronic antilock brake system with a sensor and modulator at each wheel controlled by an electronic control unit (ECU). The ECU will monitor wheel speed during braking and modulate the brakes when excessive wheel slip or lockup is detected. The ECU will blend the feedback from steering wheel ends to reduce steering wheel pull during an ABS event. There will a be provision for ABS diagnostics provided.

The brake system will have the following features:

1. A Bendix AD-IS, automatic air-drying system downstream of the compressor.
2. Air brake chamber for each brake with self-adjusting mechanisms.
3. Drain on all reservoirs controlled from one (1) common location on the exterior of the vehicle.
4. Three (3) quarter-turn air drain valves will be located on the side of the vehicle below the left rear lower body compartment.
5. Visual and audible low air pressure warning device.
6. A manual parking brake valve will be installed in the cab within easy reach of the driver.

The brake system will meet the following design requirements:

1. Capacity to increase air pressure in the supply and service reservoirs from 85 to 100 psi (552 to 690 kPa) when the engine is operating at the vehicle manufacturer's RPM in less than 25 seconds.
2. Capacity for buildup of tank pressure from 0 psi (0 kPa) to the pressure required to release the spring brakes within 15 seconds relying solely on vehicle air compressor.
3. Have a volume 12 times the total combined brake chamber volume at full stroke.

The brake system will meet the following performance requirements at gross vehicle weight (fully laden):

1. Service Brake: (Depending on truck configuration)
 - A. Stopping Distance from 20 mph (32 km/h) : Maximum 33 feet (10 meters)
 - B. Stopping Distance from 40 mph (64 km/h) : Maximum 121 feet (37 meters)
 - C. Hold Fully Loaded Vehicle: Minimum 50% Grade Ascending & Descending
2. Emergency Brake: (Depending on truck configuration)
 - A. Stopping Distance from: 64 km/h (40 mph): Maximum 288 feet (86 meters)
3. Parking Brake:
 - A. Hold Fully Loaded Vehicle: Minimum 20% Grade Ascending & Descending

WHEEL AND TIRE ASSEMBLY

The vehicle will be equipped with Michelin, Model XZL, size 24R21 all-terrain radial tires. The tires will be tubeless type with full width steel belting and will be non-directional mounted on steel wheels equipped with beadlocks.

SPARE TIRE

The quantity of spare tire and wheel assemblies included with the vehicle and shipped loose will be one (1) Each spare tire and wheel assembly will be composed of one (1) new and unused Michelin, Model XZL 24R21 tire and one (1) new wheel assembly with beadlocks. Each spare tire and wheel assembly will be interchangeable with any wheel position on the vehicle.

WHEEL PAINT COLOR

The wheels will be painted #35 Safety Lime (FLNA 10322)

SHIP LOOSE BEADLOCK PRESS

A beadlock press tool will be provided to aid in the removal of the beadlocks installed on the wheel/tire assemblies. The beadlock tool will be shipped with the loose equipment.

UPPER MOUNTED EQUIPMENT

TOP MOUNTED LADDER

No ladder or vehicle mounted ladder storage brackets will be provided.

FIREFIGHTING SYSTEM

COMPLEMENTARY AGENT SYSTEM

DRY CHEMICAL SYSTEM

Agent Container and Components

There will be a 550 pound (250 kilogram) capacity dry chemical extinguishing system provided. The powder vessel will be capable of holding potassium based, sodium bicarbonate or other commercially available dry chemical fire extinguishing agents. The weight held in the powder vessel will be dependent on the density of the powder chosen by the end user. The system will include piping, valves, fittings, components necessary for the storage and discharge of dry chemical complementary agent. The container will be constructed and stamped in accordance with ASME Code for Unfired Pressure Vessels. An over pressure safety valve will be integrated into the system.

The system will include the following:

- Quick acting agent system activation controls will be easily accessed by the seated driver and at least one (1) other crew position. Similar controls will be located near the agent handline (if equipped).
- Cab mounted pressure indicators will be installed that, when the system is activated, will allow the vehicle operator to determine the propellant reservoir pressure as well as the system operating pressure.
- There will be system clean out / blowdown provisions utilizing the propellant for purging dry chemical agent from all discharge piping and hose after use, saving the remaining dry chemical powder in the vessel.
- There will be a feature to "fluff" the dry chemical powder within the storage vessel to prevent caking. The procedure will not require the system to be opened or discharge any powder.
- A 24-volt DC electric winch will be provided to lift and lower the nitrogen cylinder from the ground level to the stored position. The design will be such that it will allow the operator to perform the nitrogen cylinder servicing without the need for any heavy lifting.
- Remote LED bar graph type pressure gauges will be provided in the cab on the firefighting display to indicate system operating pressure and the propellant cylinder pressure.

Propellant, Propellant Containers and Components

The propellant gas will be dry nitrogen. All propellant gas cylinders and valves will comply with United States Department of Transportation (DOT) requirements (if provided with the vehicle from the manufacturer). The propellant gas cylinder(s) will be stored vertically and will be easily loaded and removed with the assistance of the integrated lifting device and cylinder guide. One (1) propellant cylinder lifting cradle will be supplied with the system for vehicle storage of one (1) cylinder.

A lifting cradle constructed from formed and welded aluminum with woven nylon lifting device will be provided. The lifting cradle will be utilized as part of the propellant cylinder storage within the compartment. After the lifting cradle is moved into the storage position there will be a bracket installed to retain the cradle. The cradle will remain installed in the vehicle until the propellant cylinder requires service or replacement.

DRY CHEMICAL FILL FUNNEL

There will be one (1) dry chemical fill funnel provided and shipped loose with the vehicle. The funnel will measure approximately 18 in. (457 mm) high, 17 in. (432 mm) in diameter at the top opening and 3.75 in. (953 mm) at the bottom opening.

NITROGEN PROPELLANT CYLINDER

There will be one (1) full 400 ft³. (11,327 liter) when pressurized to 2,640 psi (182 bar) Nitrogen cylinder(s) provided and mounted in the truck with a pressure gauge and removable carrier. All propellant gas cylinders and valves will comply with United States Department of Transportation (DOT) requirements. Propellant gas cylinder(s) will be stored vertically and must be easily loaded and removed with the assistance of an integrated lifting device and cylinder guide.

SPARE NITROGEN CYLINDER

There will be one (1) full 400 ft³. (11,327 liter) when pressurized to 2,640 psi (182 bar) dry nitrogen propellant gas cylinder(s) with pressure gauge provided and shipped loose with the vehicle.

WATER AND FOAM SYSTEMS

ELECTRONIC FOAM PROPORTIONER (EFP) SYSTEM

The vehicle will be equipped with an electronic foam proportioning (EFP) system capable of metering firefighting foam at a 3% ratio within +/- 0.1% in accordance with NFPA. The system will also have provisions to easily select and change the foam proportioning rate to operate with 1%, 3%, 6%, or 8% foam concentrates. The foam proportioning rates will be selectable by the operator using the center console mounted 12 inch (304.8 millimeter) color display in the cab.

The main foam system drain will have a pull-type valve drain.

SURROGATE FOAM TEST SYSTEM CONNECTION

The vehicle will be equipped with an attachment point for the connection of an external surrogate foam proportioning test system in the left rear lower body compartment. When the test switch is in the ON position the foam supply valve on the vehicle will remain closed to induce surrogate liquid into the foam proportioning system and when the test switch is in the OFF position the foam supply valve will function as normal to provide foam from the vehicle foam tank.

A locking toggle switch will be installed adjacent to the test cart connection to activate test mode or normal foam system operation. One (1) red LED indicator light will be located above the toggle switch in the compartment and one (1) red LED indicator light will be provided in the cab near the water and foam indicator engaged lights to notify operators when the system is in test mode. Each indicator light will have a TEST MODE label installed nearby for identification.

The connection to the surrogate test system will have a 1.5 inch (38 millimeter) ball valve with a FOAM TEST INLET label near the connection and an OPEN/CLOSED label near the valve handle. The inlet connection will be a 1.5 inch (38 millimeter) Storz coupling with blind mating cap and coated steel cable lanyard.

FOAM TRANSFER PUMP

There will be a Yamada, Model NDP-20, pneumatic diaphragm foam transfer pump permanently mounted in the left rear lower body compartment. The foam transfer pump will have the capability to fill or drain the vehicle foam concentrate tank. The foam transfer pump will share the primary inlet/drain connection on the left side of the vehicle and will have a selectable valve to bypass the foam transfer pump in the compartment.

FOAM SYSTEM PIPING

There will be one (1) 1.5 in. (38 mm) NSFHT threaded combination foam reservoir fill/drain connection provided on the left side of the vehicle below the left rear lower body compartment.

FOAM FILL/DRAIN CONNECTION

The foam fill/drain connection(s) will include one (1) 1.5 in. (38 mm) NSFHT threaded plug(s) with link chain to retain the plug(s) when removed.

FOAM TANK LEVEL LIGHTS

Foam tank level lights will not be provided.

STRUCTURAL FIRE FIGHTING SYSTEM AND CONTROL PANEL

A water tank shut off valve will be provided in the left rear lower body compartment of the vehicle.

STRUCTURAL PANEL

A pump operator's panel will not be provided.

STRUCTURAL PUMP SUCTION INLETS

No pump suction inlets will be provided. The 6 inch (152 millimeter) and 2.5 inch (64 millimeter) suction inlets will have blind caps installed.

DISCHARGE PIPING

Storage for two (2) SCBA cylinders will be provided on both left and right side front lower body compartments.

DISCHARGE CAPS

Discharge caps will not be provided.

WATER TANK

There will be a water and foam tank constructed of UV resistant Polypropylene material provided. The minimum tank capacity will be 3,000 gallons (11,356 liters) of water and 420 gallons (1,590 liters) of foam concentrate with a top-fill opening of at least 27 inches (689 millimeters) for water and 23 inches (584 millimeters) for foam. Both reservoirs will be vented with overflow directed to the ground. The tank will be fitted with longitudinal and transverse baffles, anti-swirl baffles, a sump and isolation valve.

WATER TANK LEVEL LIGHTS

There will be no water tank level indicator lights provided on the upper exterior of the body or in the lower body compartments of the vehicle.

WATER PUMP AND PUMP DRIVE

The water pump will be a Waterous, Model CRQB (also commonly referred to as Model CR), single stage centrifugal design that meets all requirements of ICAO, NFPA 414 as well as FAA Advisory Circular 150/5220/10E. The pump will have a rated capacity of at least 2,000 gpm (7,511 lpm) at an operating pressure of 250 psi (17 bar) with suction vacuum at the manifold inlet of 9 IN-Hg. The pump gearbox will be driven by a driveline from the truck power divider. The pump and pump transmission will have the ability to run continuously without overheat issues in ambient temperatures up 122 degrees Fahrenheit (50 degrees Celsius). The pump body will be vertically split on a single plane for easy removal of the entire impeller assembly including the bronze wear rings. A manual pump override will be provided in the left rear engine compartment.

The pump will be constructed of the following materials:

- Pump Body: Cast gray iron, class 35, 35,000 PSI tensile strength.
- Impeller: Silicon brass, UNS C87500, 60,000 PSI tensile strength.
- Impeller Shaft: 17-4 stainless steel, 135,000 PSI tensile strength.
- Wear Ring: High leaded tin bronze, UNS C93200, 35,000 PSI tensile strength.

The water pump will be gravity primed from the vehicle water reservoir. The vehicle will have a water piping system allowing the pump to remain primed while the water pump is not engaged. This reduces the time to discharge water when a discharge is opened providing immediate operations and a quicker response to a user input.

The pump drive will be through a power divider to allow the pump to be engaged at any speed and in any gear, which is automatically activated for pump operation when the water pump switch is engaged from the cab.

When in pump mode, the pumping RPM will increase automatically only after a discharge orifice is opened, to minimize heat build-up during standby operation.

A pressure relief protection system will be provided to prevent over pressurization of the water piping system.

An automatic pump overheat protection system will be provided that will discharge to the ground.

The pump body and gearbox will be painted in a durable red primer. The entire pump will be bench tested at the original manufacturer to include 400 PSI pressure test and capacity test. A test certificate will be provided with the vehicle.

PIPING, COUPLING, CONNECTIONS AND VALVES

WATER FILL PIPING

There will be one (1) 2.5 inch (64 millimeter) NPT male and one (1) 4.5 inch (114.3 millimeter) NPT male water fill inlet provided on the left side of the vehicle. The water fill piping will be sized to permit filling in no more than 2 minutes from an 80 psi (5.5 bar) supply source. The water fill connection types for each will be defined later in this document.

The water fill piping will be constructed of welded passivated stainless steel with victaulic and threaded connections where necessary. All components in the water fill piping will be manufactured from stainless steel, brass or other corrosion resistant materials. There will be a brass unibody ball valve with stainless steel ball and manually operated quarter-turn handle to control the supply of water to the tank. Each inlet will have a .75 inch (19 mm) drain port with a quarter-turn valve. The drains will each extend through the compartment floor and drain onto the ground below the body.

WATER FILL CAPS

The water fill will be provided with one (1) 2.5 inch (64 millimeter) NSFHT swivel and a 2.5 inch (64 millimeter) NSFHT blind male plug with link chain lanyard.

WATER FILL CAPS

The water fill will be provided with one (1) 5 inch (127 millimeter) Storz adapter and a 5 inch (127 millimeter) Storz blind cap with coated steel cable lanyard.

WATER/FOAM PIPING MATERIAL

The water and foam system piping material will be 304 stainless steel.

PRECONNECTED HANDLINES / CROSSLAYS

PRIMARY CROSSLAY HANDLINE

There will be a primary crosslay handline provided in the forward portion of the front lower body compartments. The crosslay will be transversely mounted with access from either the left or right side of the vehicle. The preconnected handline will include 150 feet (45.7 meters) of white 1.75 inch (44.5 millimeter) woven soft jacketed hose in 50 foot (15.2 meter) sections with 1.5 inch (38 millimeter) NHT (National Hose Thread) connections. The bezel color for the crosslay will match the hose color for easy identification.

The primary crosslay will have a water/foam discharge of 95 gpm (360 l/min) at 100 psi (6.9 Bars) with the following minimum performance parameters per NFPA 1900:

- Straight stream cast distance of 65.6 feet (20 meters)
- Dispersed pattern cast distance of 19.7 feet (6 meters)
- Dispersed pattern width of 14.8 feet (4.5 meters)

A Akron Assault 4863 95 gpm (360 l/min) pistol grip nozzle will be provided on the end of the handline. A slide-out removeable tray will be provided for hose storage. The tray will be constructed from welded polypropylene plastic. The tray will have detents built into the body to hold the tray in place during vehicle movement.

The primary crosslay hose sections and handline nozzle will be shipped with the loose equipment.

PRIMARY PRECONNECT ACTIVATION

The primary crosslay handline will have automatic activation with controls located in the cab and in the front lower body compartments near the crosslay handline. A safety interlock system will be provided that will only allow charging of the handline after all the hose has been deployed from the crosslay. An indicator light will be provided in the cab to alert operators when the crosslay hose is fully deployed

from the primary preconnect hose tray. Throttle ramp up for the pumping RPM will be accomplished automatically when the handline discharge nozzle is opened. An override throttle control will be provided for the initial charging of the primary preconnected hose should the throttle not ramp up automatically due to a kink in the soft jacketed hose or flow through the handline being too low.

SECONDARY CROSSLAY HANDLINE

There will be a secondary crosslay handline provided in the forward portion of the front lower body compartments. The crosslay will be transversely mounted with access from either the left or right side of the vehicle. The preconnected handline will include 150 feet (45.7 meters) of yellow 1.75 inch (44.5 millimeter) woven soft jacketed hose in 50 foot (15.2 meter) sections with 1.5 inch (38 millimeter) NHT (National Hose Thread) connections. The bezel color for the crosslay will match the hose color for easy identification.

The secondary crosslay will have a water/foam discharge of 95 gpm (360 l/min) at 100 psi (6.9 Bars) with the following minimum performance parameters per NFPA 1900:

- Straight stream cast distance of 65.6 feet (20 meters)
- Dispersed pattern cast distance of 19.7 feet (6 meters)
- Dispersed pattern width of 14.8 feet (4.5 meters)

A Akron Assault 95 gpm (360l/min) pistol grip nozzle will be provided on the end of the handline. A slide-out removeable tray will be provided for hose storage. The tray will be constructed from welded polypropylene plastic. The tray will have detents built into the body to hold the tray in place during vehicle movement.

The secondary crosslay hose sections and handline nozzle will be shipped with the loose equipment.

SECONDARY PRECONNECT ACTIVATION

The secondary crosslay handline will have automatic activation with controls located in the cab and in the front lower body compartments near the crosslay handline. A safety interlock system will be provided that will only allow charging of the handline after all the hose has been deployed from the crosslay. An indicator light will be provided in the cab to alert operators when the crosslay hose is fully deployed from the secondary preconnect hose tray. Throttle ramp up for the pumping RPM will be accomplished automatically when the handline discharge nozzle is opened. An override throttle control will be provided for the initial charging of the secondary preconnected hose should the throttle not ramp up automatically due to a kink in the soft jacketed hose or flow through the handline being too low.

LOWER DISCHARGE

LOW ATTACK BUMPER TURRET

There will be a front bumper mounted Elkhart Brass Scorpion turret installed on a low attack boom. The lower discharge will have water/foam discharge rates of 625/1,250 gpm (2,365/4,731 lpm) with a minimum straight stream cast distance of 230 feet (70 meters).

The bumper turret will have the following design and performance features:

TURRET SWEEP ASSEMBLY

The turret sweep assembly will consist of two (2) swivel joints allowing the turret to sweep in both horizontal and vertical planes. The horizontal axis rotation will allow the turret discharge to be directed at least 90 degrees to either side of center for a minimum of 180 degree horizontal sweep. The elevation axis will allow the nozzle to be elevated at least 45 degrees above the horizontal and be depressed to discharge agent within 30 feet (9 meters) of the front of the vehicle with the boom in the fully raised position.

The turret assembly will be equipped with an auto leveling feature to maintain a consistent turret discharge angle regardless of the position of the boom mechanism during raising or lowering operations. Both the horizontal and vertical drive motors will be permanent magnet type, 24-volt DC electric gear motors and will have a clutch mechanism and/or limit switches to prevent damage to the motors at rotation limits. The motors will be sealed to NEMA 4 requirements.

CONTROLS

An electronic joystick control will be provided in the cab located within easy reach of the driver and turret operator/officer seating positions with integrated switches for the following:

- Water/Foam discharge activation with LED indicator light (momentary or maintained)
- Water/Foam discharge rate with LED indicator light, if applicable
- Auxiliary agent activation with LED indicator light, if applicable
- Nozzle pattern from straight stream to fully dispersed (fog pattern)

The joystick fore/aft and left/right inputs will be used to control the movement of the turret position on the X and Y axes. The turret movement speed in the horizontal and vertical planes will be proportional to the amount of input angle applied to the joystick.

A switch panel will be installed directly behind the joystick with rocker switches for the following functions:

- Turret deploy/stow
- Turret oscillate activation
- Turret mounted floodlight activation, if applicable
- Low attack boom up/down movement activation

The rocker switches will be backlit and will be dimmable in tandem with all other cab control switch backlighting. The normal backlighting color will be white and should a malfunction occur, the switch backlighting color will change to red to indicate there is a fault with the control or turret for the lower discharge.

LOW ATTACK BOOM DESIGN

The low attack assembly will be capable of being lowered from the stored position near bumper height to the fully lowered position with the centerline of the turret discharge approximately 24 inches (610 millimeters) above the ground. The low attack boom will utilize a 24-volt DC motor to drive a hydraulic pump when actuated. The hydraulic pump will power two (2) hydraulic cylinders to lower and raise the

boom assembly. A linear potentiometer and a proximity switch will be used to determine and communicate the position of the low attack boom during operation with the vehicle firefighting system.

The turret assembly will be attached to the front bumper of the vehicle and will be mounted onto the low attack boom. The turret mounting and boom will be adequately reinforced to sustain all anticipated loads and reaction forces when the bumper discharge is activated. The design will allow the turret and nozzle to be stored in a position providing minimum protrusion from the front of the vehicle to maintain a 30 degree angle of approach.

LOWER DISCHARGE NOZZLE

NASP HYDROCHEM NOZZLE

A Williams Ranger hydrochem nozzle will be provided on the lower discharge with variable pattern control and an automatic flow mechanism. The auto flow mechanism will maintain consistent discharge pressure and flow whether in the straight stream or fully dispersed (fog) pattern. The nozzle will be a non-air aspirating (NASP) type with 24-volt DC powered electric infinitely variable pattern actuation for straight stream or fog pattern selection.

To maximize distance and accuracy of dry the chemical discharge, the dry chemical powder will be entrained within the water stream. The dry chemical agent discharge rate of the nozzle will be a minimum of 16 pounds (7 kilograms) per second.

The nozzle patterns will meet or exceed all performance requirements defined in the latest edition of NFPA-414.

LOWER DISCHARGE LIGHTING

There will be one (1) J.W. Speaker, model 7250S 24-volt DC LED spotlight(s) provided on the bumper turret. The spotlight(s) will be mounted to a bracket above the top of the turret and nozzle of the lower discharge.

The J.W. Speaker light will have a spot beam pattern with an output of 3,715 raw lumens and an output of 2,174 effective lumens. The light housing will be constructed of black polycarbonate and the lens will be clear polycarbonate.

The spotlight(s) will follow the bumper turret movements on the vertical and horizontal axes and will be controlled by a switch bank located near the bumper turret joystick.

UPPER MOUNTED DISCHARGE

ROOF TURRET

There will be a high volume Elkhart Brass Cobra turret installed on the roof of the vehicle. The upper discharge will have a water/foam flow discharge rate of 625/1,250 gpm (2,366/4,732 lpm) with a minimum straight stream cast distance of 230 feet (70 meters).

The turret will include the following design and performance features:

TURRET SWEEP ASSEMBLY

The nozzle sweep assembly will consist of two (2) separate swivel joints allowing the nozzle to sweep in both the horizontal and vertical planes. The horizontal rotation axis will allow the nozzle to be directed at least 135 degrees to either side of center for a minimum of 270 degrees of horizontal sweep. The vertical elevation axis will allow the nozzle to be elevated at least 45 degrees above horizontal and be depressed 15 degrees below horizontal.

Both horizontal and vertical drive motors will be permanent magnet type, 24-volt DC electric gear motors and will be with a clutch mechanism and/or limit switches to prevent damage to the motors at rotation limits. The motors will be sealed to NEMA 4 requirements.

CONTROLS

An electronic joystick control will be provided in the cab located within easy reach of the driver and turret operator/officer seating positions with integrated switches for the following:

- Water/Foam discharge activation with LED indicator light (momentary or maintained)
- Water/Foam discharge rate with LED indicator light, if applicable
- Auxiliary agent activation with LED indicator light, if applicable
- Nozzle pattern from straight stream to fully dispersed (fog pattern)

The joystick fore/aft and left/right inputs will be used to control the movement of the turret position on the X and Y axes. The turret movement speed in the horizontal and vertical planes will be proportional to the amount of input angle applied to the joystick.

A switch panel will be installed directly behind the joystick with rocker switches for the following functions:

- Turret deploy/stow
- Turret oscillate activation
- Turret mounted floodlight activation, if applicable

The rocker switches will be backlit and will be dimmable in tandem with all other cab control switch backlighting. The normal backlighting color will be white and should a malfunction occur, the switch backlighting color will change to red to indicate there is a fault with the control or turret for the upper discharge.

TURRET BODY DESIGN

The turret body assembly will be made from hard anodized Elk-O-Lite aluminum alloy for long life and corrosion resistance. The turret assembly and mounting will be adequately reinforced to sustain all anticipated loads and reaction forces when discharging. The design will allow the turret to be stowed in compact a position.

UPPER DISCHARGE NOZZLE

NASP NOZZLE

An Elkhart Brass nozzle will be provided on the upper discharge with variable pattern control and an automatic flow mechanism. The automatic flow mechanism will maintain consistent discharge pressure

and flow whether in the straight stream or fully dispersed (fog) pattern. The nozzle will be a non-air aspirating (NASP) type with 24-volt DC powered electric infinitely variable pattern actuation for straight stream or fog pattern selection.

The nozzle patterns will meet or exceed all performance requirements defined in the latest edition of NFPA-414.

UPPER DISCHARGE LIGHTING

There will be one (1) J.W. Speaker, model 7250S 24-volt DC light emitting diode (LED) spotlight(s) provided on the roof turret. The spotlight(s) will be mounted to a bracket above the top of the turret and nozzle of the upper discharge.

The J.W. Speaker light will have a spot beam pattern with an output of 3,715 raw lumens and an output of 2,174 effective lumens. The light housing will be constructed of black polycarbonate and the lens will be clear polycarbonate.

The spotlight(s) will follow the roof turret movements on the vertical and horizontal axes and will be controlled by a switch bank located near the roof turret joystick.

JOYSTICK LOCATION

The turret control joysticks will be located on top of the center console between the driver and turret operator seating positions. The lower discharge joystick and switch panel will be mounted on the left side of the center console, nearest the driver and the upper discharge joystick and switch panel will be mounted on the right side of the center console, nearest the turret operator.

UNDERTRUCK NOZZLES

There will be four (4) undertruck nozzles provided to discharge water/foam beneath the vehicle as well as the inner sides of the wheels and tires spaced in a pattern from the front axle to the rear axle of the chassis. The nozzles will be brass construction and will be capable of flowing 19 gpm (72 lpm) each with a total flow of 76 gpm (288 lpm). The undertruck nozzles will be activated by a switch in the cab.

BODY COMPONENTS

COMPARTMENTS

The body compartments will be weather-tight, vented and drained to allow collected water to run out under the vehicle. Each compartment will be equipped with Gortite brand roller shutter type doors. The doors will have replaceable aluminum slats with an anodized finish. The door lift bar will be constructed from round stainless steel and will have adequate room to be operated with a gloved hand. The spring loaded compartment door roller mechanism will be 3 inches (7.62 mm) in diameter to provide maximum interior space.

The vehicle will have adequate compartment space to enclose the firefighting systems and storage of rescue equipment. The body construction will include one (1) upper body compartment and two (2) lower body compartments per side for a total of three (3) on the left and three (3) on the right. The lower compartments will have minimum door opening sizes of 50 inches (127 cm) in height and 62 inches (157.4 cm) in width.

The total compartment space will be = 303.33 ft³. (8.59 m³)

The left side compartment interior dimensions will be the following:

1. Left side upper: 27 inches (685.8 mm) high x 30 inches (762 mm) wide x 28 inches (711.2 mm) deep = 13.125 ft³. (.37 m³)
2. Left side front lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³)
3. Left side rear lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³)

The right side compartment interior dimensions will be the following:

1. Right side upper: 27 inches (685.8 mm) high x 30 inches (762 mm) wide x 28 inches (711.2 mm) deep = 13.125 ft³. (.37 m³)
2. Right side front lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³)
3. Right side rear lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³)

The compartments will be fabricated from formed, welded and riveted aluminum sheet material. The interior of the compartments will be chemically pre-treated and painted with a durable grey spatter type textured finish.

COMPARTMENT MATTING

The vehicle will have matting placed in the bottom of each body compartment and the bottom of each shelf. The matting will be extruded PVC type or approved equivalent. The matting will be impervious to water or foam. The matting will afford some amount of protection for the floor finish and keep objects from direct contact with the shelving and compartment floor. The matting will allow water to flow to any drains or lowermost part of the compartment floor.

REAR ACCESS LADDER

There will be a sturdy vertical ladder attached at the center of the vehicle at the rear of the vehicle to provide access to the roof. The ladder will have a folding design so the lower most section can be stowed out of the way. The folding section will have a positive latching system with latches on both sides to keep the ladder safely in place. The ladder will be constructed from high-grip knurled aluminum material.

HANDRAILS

There will be extruded aluminum slip-resistant handrails or guardrail at all steps, walkways, and elevated workstations.

RUNNING BOARDS, STEPS, AND WALKWAYS

Running boards, step surfaces, ladder rungs, walkways, and catwalks will have anti-skid treads.

REAR ENGINE ACCESS DOORS

Walk-in access to the engine, cooling system and electrical components will be provided on each side of the vehicle by large, vertical roller shutter type doors. The doors will have aluminum slats with an anodized finish. The individual door slats will be replaceable. The opening lift bar will be constructed from stainless steel and will be an easy to open with a gloved hand. An audible alarm will activate in the cab when doors are opened and vehicle is shifted out of neutral or the parking brake released. A heavy duty manually deployed step will be provided for maintenance access to the engine compartments. The steps will have a pin to retain them in the stowed position and will tilt down into place; one (1) on the left side of the vehicle and one (1) on the right side of the vehicle.

LEFT UPPER COMPARTMENT

Tilt Down Tray

There will be one (1) fixed height, tilt-down, slide out tray provided in the left upper body compartment.

RIGHT UPPER COMPARTMENT

TILT DOWN TRAY

There will be one (1) fixed height, tilt-down, slide out tray provided in the right upper body compartment.

LEFT FRONT LOWER COMPARTMENT

DUAL AGENT HOSE REEL

There will be a fix mounted dual agent hose reel for dry chemical and water/foam discharge in the left front lower body compartment equipped with 100 ft. (30 m) of 1 in. (25 mm) dual agent twinned booster hose. The hose reel will be equipped with a 24-volt DC electric rewind motor and will have manual rewind provisions in case of an electrical failure. The manual hand crank will be mounted in the compartment adjacent to the hose reel. A "Hydro-Chem" handline nozzle will be installed at the end of the hose reel capable of discharging 60 gpm (227 lpm) of water/foam solution and 7 lbs./second (2.3 - 3.2 kg/second) of dry chemical powder with a minimum range of 80 ft. (24 m). Charging of the dry chemical tank and dry chemical handline will be possible from the dry chemical activation switch adjacent to the reel. Dry chemical blowdown procedures will be activated from within the cab. Water pump engagement and foam system activation will be activated from within in the cab or at the structural panel if equipped. The water/foam discharge will be activated by a manually operated quarter turn ball valve. The valve will have a push/pull "T" handle with position locking feature to maintain a partially open position if required. Water/foam reel blow down will be accomplished by a manually operated pneumatic switch at the reel to evacuate the water/foam hose of the wet agent with compressed air. Roller guides will be provided at the sides and bottom of the hose reel to assure ease of deployment when hose is taken off the reel and during rewind operations. A tension device will be installed to prevent the unreeling of the hose when the water/foam or dry chemical lines are charged.

RIGHT FRONT COMPARTMENT

There will be one (1) height-adjustable fixed shelf mounted in the right front lower body compartment. The shelf will have exterior dimensions of 27.38 inches (695 millimeters) wide and 23 inches (584 millimeters) deep. The left, right, front, and rear sides of the shelf will be 2.5 inches (64 millimeters) high.

The shelf will be constructed of .188 inch (5 millimeter) thick formed aluminum with welded corners and will be painted with a mulitspec paint to match the compartment interior. The corners of the shelf will be open to allow water to drain out. The weight capacity of the shelf will be 250 lbs. (113 kg).

RIGHT REAR COMPARTMENT

FIXED SHELF

There will be one (1) height-adjustable fixed shelf provided in the right rear lower body compartment.

MANUALS

The manuals provided will be in a commercial format utilizing primarily line art for parts identification/assembly drawings and a combination of line art and photographs for service and operations related information. Manuals will be identified with a title page to distinguish them from one another.

WEB BASED SUPPORT

A 24-hour web-based parts and service system will be accessible via an internet browser. Features of this website will include the following:

- A user-specific, secure login
- Access to digital copies of service bulletins and technical instructions
- Access to digital copies of vehicle-specific operator and service manuals, schematics, service diagrams, and parts books
- An aftermarket parts catalog with live inventory level information
- A customer support contact page

OPERATOR'S MANUAL

One (1) hard copy and one (1) digital copy on USB flash drive of the vehicle operator's manual will be provided in the English language. The operator's manual will provide all information required for the safe, efficient operation of the vehicle fire extinguishing systems, equipment, special attachments or auxiliary support equipment. The operator's manual will include:

- Drawings and descriptions of locations and functions for all controls and instruments
- Safety information consistent with NFPA and OSHA safety standards
- All operational checks, inspection procedures, and adjustments prior to putting the vehicle into service upon receipt from the manufacturer
- Disabled vehicle towing procedure
- Tire changing procedure
- Tie-down procedures/lashing for vehicle transport via lowboy trailer
- Step by step procedures and descriptions to operate the vehicle, firefighting systems, and auxiliary equipment
- Draining, flushing, re-servicing, etc. post operation procedures
- Operator daily maintenance inspection checklist and basic troubleshooting procedures
- Periodic and preventative maintenance schedule in hours, miles, time period, etc.

The operator's manual will contain line art drawings of the left side, right side, front, and rear of the vehicle exterior showing basic dimensions and weights. The weights provided will be total vehicle and individual axle weights when unladen (no agent, occupants or equipment).

SERVICE AND MAINTENANCE MANUAL

One (1) hard copy and one (1) digital copy on USB flash drive of the service and maintenance manual will be provided in the English language. The manual will cover vehicle maintenance, troubleshooting and repair procedures ranging from minor to major services. The manual will identify all special tools and testing equipment for inspection, servicing and maintenance. The manual will contain:

- Performance specifications
- Tolerances
- Fluid capacities
- Current, voltage and resistance data
- Test procedures
- Illustrations and exploded views of assemblies
- Table of contents
- Alphabetical index
- Preventative maintenance schedule
- Required periodic maintenance schedule
- Lubrication points and service intervals

A set of the following schematics will be included with the service and maintenance manual:

- Full vehicle electrical diagrams in color
- Full vehicle water/firefighting system/plumbing diagrams
- Full vehicle pneumatic diagrams in color
- Full vehicle hydraulic diagrams in color

PARTS MANUAL

One (1) hard copy and one (1) digital copy on USB flash drive of the parts manual will be provided in the English language. The parts manual will provide the necessary information to locate and identify the parts and quantities of parts/hardware of vehicle assemblies and components. The parts manual will contain:

- Exploded views of parts/assemblies/subassemblies/special equipment
- Drawings with reference numbers for part identification
- Description and quantity of each component used in an assembly
- Size, thread information, and other information of non-standard hardware (bolts, nuts, washers, etc.)
- Size, thread information, torque specifications and other information of non-standard fittings, lubricants or special components
- A numerical index

VEHICLE FAMILIARIZATION TRAINING

An Oshkosh representative will be on-site for vehicle training and familiarization. Firefighting agents and required propellants are not provided for training purposes. For the duration of the training period only water will be used as an extinguishing agent.

After delivery of the vehicle to the airport, the manufacturer will provide the services of a qualified technician for up to five (5) consecutive days for training. The training schedule will be optimized to cover all necessary shift schedules to maximize attendance during the course. During the training there will be several opportunities provided by the trainer to allow each shift to complete the vehicle training requirements.

The trainer will provide thorough instruction in the use, operation, maintenance, and testing of the vehicle. This setup includes operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all firefighting and vehicle operating systems. The training will cover, but not be limited to:

- Course outline
- Vehicle specifications (dimension, agent capacities, etc.)
- Vehicle familiarization (component location, storage areas, etc.)
- Firefighting agent system operation
- Operational procedures/hazards
- Daily and routine maintenance checks
- Hands-on operational training
- Critical performance items
- Critical maintenance items
- Emergency/equipment failure procedures

Prior to concluding the course, the trainer will review the maintenance instructions with the necessary personnel to acquaint them with the required checks and procedures to ensure maximum performance and up time. The trainer will also share how to obtain product support and service for the vehicle after the training is complete.

The training course will include written operating instructions, electronic training aids (videos/power point), or other graphic representations to depict the step-by-step operation of the vehicle. The written instructions will include materials that can be used to train subsequent new operators.

ALLISON TRANSMISSION WARRANTY

A five (5) year Allison transmission will be provided.

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NOTICE OF AWARD

TO: **OSHKOSH AIRPORT PRODUCTS, A DIVISION OF PIERCE MANUFACTURING, INC.**

PROJECT: **AUGUSTA REGIONAL AIRPORT PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE**

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$1,095,344.00.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20__

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20__.

BY: _____

TITLE: _____

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE,**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (____) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____
this the _____ day of _____, 20____.

TITLE: _____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20__ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and Oshkosh Airport Products, a Division of Pierce Manufacturing Inc., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE**, for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1 SCOPE OF THE WORK

- 1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT PURCHASE - ONE CLASS 5 AIRCRAFT RESCUE & FIREFIGHTING (ARFF) VEHICLE,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 Definitions

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.
- 1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.
- 1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia's Commission.

- 1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 1.2.5 **Project.** Augusta Regional Airport Equipment Purchase – One 3000 Gallon Aircraft Rescue & Firefighting (ARFF) Vehicle .
- 1.2.6 **Airport’s Administrator.** Airport’s Representative shall be the Airport’s Executive Director or his designee.
- 1.2.7 **Contractor’s Representative(s).** The Contractor’s representative (“Contractor’s Representative”) for all dealings with Airport shall be _____. Contractor’s Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards, and Practices.** The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II

TERM

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued _____. The Contractor will mobilize with sufficient forces such that all work is completed within five hundred and fifty (**550**) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 For additional details please review Section 80 of the attached Specifications.
- 2.3 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently,

and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

- 2.4 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III **LIQUIDATED DAMAGES**

- 3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV **PAYMENT**

4.1 The Contract Sum

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on June 15, 2026, with a contract price of \$1,095,344.00.

4.2 Progress Payments

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.

- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices.**

Contractor shall submit invoices to:
Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments.** If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

- 4.4.1 Five percent (5%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- 4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.
- 4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of five percent (5%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

- 4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- 4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V

FINAL INSPECTION

- 5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI

ACCEPTANCE AND FINAL PAYMENT

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII **CHANGES**

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

ARTICLE VIII **INSURANCE**

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.
- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
- 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy.”
- 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days’ notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.
- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.
- 8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

- 8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

- 8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.

- 8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

- 8.13 **Excess Liability:** \$2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

- 8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

- 8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

- 8.16 **Subcontractors.** It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

ARTICLE IX

AIRPORT SECURITY REQUIREMENTS

- 9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.
- 9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.
- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid, and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

- 10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI

NOTICES

- 11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses."
- 11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.
- 11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.
- 11.4 **Addresses.**

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

To CONTRACTOR:

Attn:

Telephone:
Fax:

- 11.5 Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

ARTICLE XII

INDEMNIFICATION AND HOLD HARMLESS

- 12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII

PERMITS

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV

WORK PERMITS REQUIRED

- 14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV

FEDERAL WORK AUTHORIZATION

- 15.1 Pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI

MISCELLANEOUS CONTRACT PROVISIONS

16.1 Independent Contractor/Subcontractor

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

16.2 Force Majeure

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;

16.2.3.2 any act of God;

16.2.3.3 inclement weather;

16.2.3.4 earthquake;

16.2.3.5 fire;

16.2.3.6 explosion;

16.2.3.7 flood;

16.2.3.8 strike or other labor dispute;

16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;

16.2.3.10 delay or failure to act of any governmental or military authority;

16.2.3.11 any war, hostility, or invasion;

16.2.3.12 any embargo, sabotage, civil disturbance, riot, or insurrection;

16.2.3.13 any legal proceedings; or

16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.

16.2.3.15 any disease, epidemic, or pandemic

16.3 Commercial Activities

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

- 16.8.1 **Consent of the Owner Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.
- 16.8.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.
- 16.9 **Parties Bound.** This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.
- 16.10 **No Partnership or Joint Venture.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.
- 16.11 **Waiver**
- The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.
- 16.12 **Compliance with Applicable Laws and Regulations**
- Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 Patent Indemnity

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 Use of Augusta, Georgia Landfill

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

16.15 Inspection

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contract.

16.17 Entire Agreement

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 Governing Law

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 Legal Construction

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 Prior Contracts Superseded

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 Counterparts

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 Further Acts

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

Sworn to and subscribed before me
this ____ day of _____, 202__.

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

CONTRACT GUIDANCE

- a) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- b) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

SOURCE: Title 49 U.S.C. § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The Airport Sponsor/Owner will reject as nonresponsive** any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

A4 CIVIL RIGHTS - GENERAL

49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

49 U.S.C. § 47123; FAA Order 1400.11;

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of

materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND “ANTI-KICKBACK” ACT

SOURCE: 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each

such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 DEBARMENT AND SUSPENSION

SOURCE 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26; 49 U.S.C. § 47113

REQUIRED PROVISIONS

with No DBE Contract Goal

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Augusta Regional Airport, Aviation Commission to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12 DISTRACTED DRIVING

SOURCE: Executive Order 13513; DOT Order 3902.10SOURCE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding

\$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 DRUG FREE WORKPLACE REQUIREMENTS

SOURCE 49 CFR Part 32 Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I) 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE: 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

SOURCE: 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Not Applicable

A20 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

Not Applicable

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications – *this certification is included in the proposal forms to be submitted with bid.*

- 1) The applicant represents that it is (ü) is not (ü) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (ü) is not (ü) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B) FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A23 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE: 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936; 49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

- 1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or*
- 2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.*

The term “Covered UAS” means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

- (a) The People’s Republic of China.*
- (b) The Russian Federation.*
- (c) The Islamic Republic of Iran.*
- (d) The Democratic People’s Republic of Korea.*
- (e) The Bolivarian Republic of Venezuela.*
- (f) The Republic of Cuba.*
- (g) Any other country the Secretary determines necessary.*

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
10-11	Bid	The written offer of the Bidder (when submitted on the approved bid form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-12	Bid guaranty	The security furnished with a bid to guarantee that the Bidder will enter into a contract if his or her bid is accepted by the owner.
10-13	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-14	Calendar Day	Every day shown on the calendar.
10-15	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-16	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-17	Change Order	A written order to the Contractor covering changes in the plans, specifications, or bid quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-18	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Bid, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.

Paragraph Number	Term	Definition
10-19	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-20	Contract Time	The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-21	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-22	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-23	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-24	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-25	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-26	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-27	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

Paragraph Number	Term	Definition
10-28	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-29	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract.
10-30	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-31	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-32	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-33	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Paragraph Number	Term	Definition
10-34	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-35	Major and Minor Contract Items	A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-36	Materials	Any substance specified for use in the construction of the contract work.
10-37	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-38	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-39	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Augusta Regional Airport.
10-40	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-41	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-42	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-43	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-44	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-45	Project	The agreed scope of work for accomplishing the work in this contract.
10-46	Proposal	Where the term “proposal” is used in the Federal or FAA Technical Specifications, it shall be interpreted to mean “bid” for this Project.
10-47	Quality Assurance (QA)	Owner’s responsibility to assure that construction work completed complies with specifications for payment.
10-48	Quality Control (QC)	Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-49	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-50	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer’s, Owner’s, or QA Laboratory.
10-51	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-52	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-53	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-54	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-55	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-56	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-57	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-58	Subgrade	The soil that forms the pavement foundation.
10-59	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-60	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-61	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-62	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-63	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-64	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-65	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-66	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Bid Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Refer to the Invitation to Bid for information regarding the advertising dates, prebid conferences, availability of documents, and bid submittal deadlines. Bidders shall not contact any members of the Augusta Aviation Commission, Augusta Board of Commissioners or any Airport consultant in conjunction with this solicitation. Any unauthorized contact with members of the Augusta Aviation Commission, Augusta Board of Commissioners or Airport consultants shall be grounds for rejection of the Bidder's bid.

Scope of Work

The scope of work for the project is the manufacture and providing of a Class 5, 3,000-gallon ARFF vehicle per attached specification in accordance with Federal Aviation Administration guidelines for such acquisition. The scope of work is intended to provide a new, fully operational, vehicle to provide ARFF support at the Airport. Equipment and performance capability will meet, or exceed, requirements for an ARFF vehicle contained in:

- Federal Aviation Administration Advisory Circular #150/5220-10F, Guide Specifications for Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

Federal Requirements

This project is funded under provision of the Airport Improvement Program (AIP) established by the Airport and Airway Improvement Act of 1982 (Public Law 97-248). Certain mandatory federal requirements apply to this solicitation and are included in the Federal Provisions section of this document. To be eligible for consideration BIDDERS shall comply with all applicable federal, state, and local laws pertaining to the required services including, but not limited to, equal employment opportunity provisions, the Augusta Procurement Policies, Davis Bacon wage provisions, Buy American requirements, and all conditions of the contract documents, plans and specifications.

Bonding Requirements

Bidders will submit a bid guaranty in the form of a bid bond, certified check, cashier's check or bank money order in the amount of not less than ten (10) percent of the total bid. The bid guaranty will be made payable to Augusta Aviation Commission. If the selected contractor fails to provide the required materials and/or execute the contract within fifteen (15) days after being furnished with the necessary contract and bond forms, the bid guaranty will be forfeited to the Sponsor (in accordance with Section 30-07 of the General Provisions). The successful Bidder will be required to furnish satisfactory 100 percent performance bond as well as labor and material bond.

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed bids;
- description of the proposed work;
- instructions about obtaining bid forms, plans, and specifications;
- Contractor's requirements (license, registration, etc.);
- required Federal Provisions solicitation language;
- the bid guaranty required; and
- the Owner's right to reject any and all bids.

20-02 Qualification of bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the Georgia Department of Transportation (GDOT) are on the current "Bidder's list." Evidence of GDOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of bid forms. The Owner's bid forms state the location and description of the proposed construction; the place, date, and time of opening of the bids; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The bid form states the time in which the work must be completed, and the amount of the bid guaranty that must accompany the bid. The Owner will accept only those bids properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a bid irregular are given in paragraph 20-09 *Irregular bids*.

20-04 Issuance of bid forms. The Owner reserves the right to refuse to issue a bid form to a prospective Bidder if the Bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the bid to a prospective Bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated bid quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the bid, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of bid. The Bidder shall submit their bid on the forms furnished by the Owner. All blank spaces in the bid forms, unless explicitly stated otherwise, must be correctly filled in where

indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the bid in ink. If the bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular bids. Bids shall be considered irregular for the following reasons:

- a. If the bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.
- c. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.
- d. If the bid contains unit prices that are obviously unbalanced.
- e. If the bid is not accompanied by the bid guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate bid shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the bid form. Such bond, check, or collateral shall be made payable to the Owner.

20-11 Delivery of bid. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of bids. A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the Bidder's request for withdrawal is received by the Augusta Procurement Department by email before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of bids. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids

that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Bid Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than **30** days prior to bid opening.

Any interpretation of the project bid documents by the Owner’s Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of bids. After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the by the unit bid prices. If a Bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's bid for any of the following reasons:

a. If the bid is irregular as specified in Section 20, paragraph 20-09, *Irregular Bids*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120** calendar days of the date specified for publicly opening bids, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the Bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of bid guaranty. All bid guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Bids*. Bid guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's bid guaranty will be returned. The successful Bidder's bid guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

~~a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,~~

~~b. Remove such material from the site, upon written approval of the RPR; or~~

~~c. Use such material for the Contractor's own temporary construction on site; or,~~

~~d. Use such material as intended by the terms of the contract.~~

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

Except as shown on the Construction Plans, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

~~70-08 Construction Safety and Phasing Plan (CSPP).~~ ~~The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) G-081 through G-083 of the project plans.~~

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

FAA Technical Operations:

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70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor

or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately

obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. Refer to the Construction Safety and Phasing Plans for restrictions.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously complete work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment

proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the bid and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the

contract and bid as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Work Area	Liquidated Damages Cost	Allowed Construction Time
1	\$1,000 per day	550

The maximum construction time allowed for Work Area 1 shall be 550 calendar days.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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APPENDIX A. FIRE TRUCK PROCUREMENT SPECIFICATION CONSIDERATIONS

Class 1	Class 4	Class 5
• Airport name • Airport POC • Airport LOC ID Identifier • Airport address • Phone number • Grant number	• Airport name • Airport POC • Airport LOC ID Identifier • Airport address • Phone number • Grant number	• Airport name • Airport POC • Airport LOC ID Identifier • Airport address • Phone number • Grant number
Airport index: • A, B, C, D, or E	Airport index: • B, C, D, or E	Airport index: • D or E
Primary extinguishing agent: • 100 gallons water/foam • Class B dry chemical • clean agent	Primary extinguishing agent: • 100 gallons water/foam	Primary extinguishing agent: • 100 gallons water/foam
Complementary extinguishing agent system: • Class B dry chemical • clean agent • none	Complementary extinguishing agent system: • Class B dry chemical • clean agent	Complementary extinguishing agent system: • Class B dry chemical • clean agent
Primary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel	Primary extinguishing agent discharge location: • roof turret • bumper turret • boom mounted turret	Primary extinguishing agent discharge location: • roof turret • bumper turret • boom mounted turret
Complementary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel	Complementary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel	Complementary extinguishing agent discharge location: • bumper turret • hose reel • bumper turret and hose reel

Class 1	Class 4	Class 5
Bumper turret type: - single agent turret - dual agent turret - no bumper turret	Bumper turret type: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 250 GPM) bumper turret - fixed mount high volume dual rate (minimum 375/750 GPM) bumper turret - low angle high volume dual rate (minimum 375/750 GPM) bumper turret	Bumper turret type: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 250 GPM) bumper turret - fixed mount high volume dual rate (minimum 600/1200 GPM) bumper turret - low angle high volume dual rate (minimum 600/1200 GPM) bumper turret
	Boom-mounted extendable turret: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 500 GPM) turret - fixed mount high volume dual rate (minimum 1000 GPM) turret - low angle high volume dual rate (minimum 1000 GPM) turret	 Boom-mounted extendable turret: - single agent turret - dual agent turret - fixed mount low volume single rate (minimum 500 GPM) turret - fixed mount high volume dual rate (minimum 1000 GPM) turret - low angle high volume dual rate (minimum 1000 GPM) turret
If foam is provided, specify proportioning system: - electronic - mechanical	If foam is provided, specify proportioning system: - electronic - mechanical	If foam is provided, specify proportioning system: - electronic - mechanical
Input-based Testing System: - onboard - cart-based (cart and vehicle plumbing kit) - cart-based (vehicle plumbing kit only)	Input-based Testing System: - onboard - cart-based (cart and vehicle plumbing kit) - cart-based (vehicle plumbing kit only)	Input-based Testing System: - onboard - cart-based (cart and vehicle plumbing kit) - cart-based (vehicle plumbing kit only)

Class 1	Class 4	Class 5
	Structural fire fighting capability: ¹ • Yes • No	Structural fire fighting capability: ³ • Yes • No
Primary Turret Nozzle: • water/foam discharge • complementary agent discharge • dual agent parallel stream • dual agent entrained stream • clean agent or dry chemical	Primary Turret Nozzle: • Roof mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Bumper mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Boom mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream ○ ASPN nozzle: ▪ water (required) ▪ clean agent (optional)	Primary Turret Nozzle: • Roof mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Bumper mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream OR • Boom mounted turret: ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream ○ ASPN nozzle: ▪ water (required) ▪ clean agent (optional)

¹ This option provides for a 'limited' structural fire fighting capability, in that an operator's panel is provided outside of the vehicle to engage and disengage the fire pump, monitoring pressures, engine RPM, flow rates, controlling water distribution, and the installation of additional suction inlets (including a priming capability for drafting from a body of water or other source) and discharge outlets on the vehicle.

Class 1	Class 4	Class 5
Complementary Agent Handline Type: • dry chemical - >100 feet of 1-inch dry chemical hose on a reel • dual agent - >100 feet of twinned 1-inch dry chemical/ foam-water hose on a reel • clean agent – >100 feet of 1-inch clean agent hose on a reel	Complementary Agent Handline Type: • dry chemical - >100 feet of 1-inch dry chemical hose on a reel • dual agent - >100 feet of twinned 1-inch dry chemical/ foam-water hose on a reel • clean agent – >100 feet of 1-inch clean agent hose on a reel	Complementary Agent Handline Type: • dry chemical - >100 feet of 1-inch dry chemical hose on a reel • dual agent - >100 feet of twinned 1-inch dry chemical/ foam-water hose on a reel • clean agent – >100 feet of 1-inch clean agent hose on a reel
Hose Reel Nozzle: • a complementary agent discharge • dual agent discharge of the entrainment type • a clean agent • none	Hose Reel Nozzle: • a water/foam discharge • a complementary agent discharge • a dual agent discharge of the entrainment type • a clean agent	Hose Reel Nozzle: • a water/foam discharge • a complementary agent discharge • a dual agent discharge of the entrainment type • a clean agent
Cab doors: • 2 • 4		
Compartment doors lockable: • yes • no	Compartment doors lockable: • yes • no	Compartment doors lockable: • yes • no
Turret power: • manual • with manual override • with secondary parallel controls powered by an alternative source • without secondary control	Turret power: • manual • with manual override • with secondary parallel controls powered by an alternative source • without secondary control	Turret power: • manual • with manual override • with secondary parallel controls powered by an alternative source • without secondary control
Undertruck nozzles: • yes • no	Undertruck nozzles: • yes • no	Undertruck nozzles: • yes • no

Class 1	Class 4	Class 5
Elevation less than 2,000 feet: Is elevation 2,000 feet or more? • Yes • No	Elevation less than 2,000 feet: Is elevation 2,000 feet or more? • Yes • No	Elevation less than 2,000 feet: Is elevation 2,000 feet or more? • Yes • No
Temperature range: Is extreme temperature range equipment needed? • Cold weather -40°F to 32°F • Hot weather Above 110°F [Justification for High or Low]	Temperature range: Is extreme temperature range equipment needed? • Cold weather -40°F to 32°F • Hot weather Above 110°F [Justification for High or Low]	Temperature range: Is extreme temperature range equipment needed? • Cold weather -40°F to 32°F • Hot weather Above 110°F [Justification for High or Low]
	Tires and wheels: Tire bead locks • Yes • No	Tires and wheels: Tire bead locks • Yes • No
	Additional Seats: Non-suspension type • Select up to 2	Additional Seats: Non-suspension type • Select up to 2
Runway Incursion Warning Systems (RIWS): • Yes • No	Runway Incursion Warning Systems (RIWS): • Yes • No	Runway Incursion Warning Systems (RIWS): • Yes • No
If RIWS is selected, provide the following information: Power source Select all that apply: • direct hardwire power connection • 12V quick plug-in • Battery • battery backup	If RIWS is selected, provide the following information: Power source Select all that apply: • direct hardwire power connection • 12V quick plug-in • Battery • battery backup	If RIWS is selected, provide the following information: Power source Select all that apply: • direct hardwire power connection • 12V quick plug-in • Battery • battery backup

Class 1	Class 4	Class 5
If an RIWS is selected, provide the following information: System type - preconfigured system - custom system	If an RIWS is selected, provide the following information: System type - preconfigured system - custom system	If an RIWS is selected, provide the following information: System type - preconfigured system - custom system
If an RIWS system is selected, provide the following information: Check all options that apply - custom areas - additional audible signals - additional visual signals	If an RIWS system is selected, provide the following information: Check all options that apply - custom areas - additional audible signals - additional visual signals	If an RIWS system is selected, provide the following information: Check all options that apply - custom areas - additional audible signals - additional visual signals
If an RIWS system is selected, provide the following information: Additional feature requiring justification: historical tracking and vehicle trails	If an RIWS system is selected, provide the following information: Additional features requiring justification: historical tracking and vehicle trails	If an RIWS system is selected, provide the following information: Additional features requiring justification: historical tracking and vehicle trails
If an RIWS system is selected, provide the following information: Justification for additional RIWS features	If an RIWS system is selected, provide the following information: Justification for additional RIWS features	If an RIWS system is selected, provide the following information: Justification for additional RIWS features
DEVS Options: Low-Visibility Enhanced Vision subsystem	DEVS Options: Low-Visibility Enhanced Vision subsystem	DEVS Options: Low-Visibility Enhanced Vision subsystem
DEVS Options: Add navigation subsystem	DEVS Options: Add navigation subsystem	DEVS Options: Add navigation subsystem
DEVS Options: Add tracking subsystem	DEVS Options: Add tracking subsystem	DEVS Options: Add tracking subsystem
Seat Type: Driver - Standard (hard/fixed back) - SCBA	Seat Type: Driver - Standard (hard/fixed back) - SCBA	Seat Type: Driver - Standard (hard/fixed back) - SCBA

Class 1	Class 4	Class 5
Seat Type: Turret Operator - Standard (hard/fixed back) - SCBA	Seat Type: Turret Operator - Standard (hard/fixed back) - SCBA	Seat Type: Turret Operator - Standard (hard/fixed back) - SCBA
Seat Type: #3 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #3 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #3 - Standard (hard/fixed back) - SCBA - N/A
Seat Type: #4 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #4 - Standard (hard/fixed back) - SCBA - N/A	Seat Type: #4 - Standard (hard/fixed back) - SCBA - N/A
Self-Contained Breathing Apparatus (SCBA) mounting type: - Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles	Self-Contained Breathing Apparatus (SCBA) mounting type: - Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles	Self-Contained Breathing Apparatus (SCBA) mounting type: - Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles
Mirrors: Electrically heated heads - Yes - No	Mirrors: Electrically heated heads - Yes - No	Mirrors: Electrically heated heads - Yes - No
Towing Device: Type - Pintle Hook - Ball Mount	Towing Device: Type - Pintle Hook - Ball Mount	Towing Device: Type - Pintle Hook - Ball Mount

Class 1	Class 4	Class 5
Back-up Camera: with Monitor • Yes • No	Back-up Camera: with Monitor • Yes • No	Back-up Camera: with Monitor • Yes • No
Emergency warning lights: Lighting type (LED) • flasher • rotating beacon • strobe	Emergency warning lights: Lighting type (LED) • flasher • rotating beacon • strobe	Emergency warning lights: Lighting type (LED) • flasher • rotating beacon • strobe
Monitoring and Data Acquisition System (MADAS) capability: • Yes • No	Monitoring and Data Acquisition System (MADAS) capability: • Yes • No	Monitoring and Data Acquisition System (MADAS) capability: • Yes • No
License plate bracket: • Yes • No	License plate bracket: • Yes • No	License plate bracket: • Yes • No
	Electrical Cable: Cord reel • Yes • No	Electrical Cable: Cord reel • Yes • No
	Air Systems: Hose reel • Yes • No	Air Systems: Hose reel • Yes • No
	Foam tank fill connections: Number of connections • 1-Standard (left side) • 1-Standard (right side) • Dual (both sides)	Foam tank fill connections: Number of connections • 1-Standard (left side) • 1-Standard (right side) • Dual (both sides)
Windows: Control system • electric • manual	Windows: Control system • electric	Windows: Control system • electric

Class 1	Class 4	Class 5
Floodlights: Style to include adjustment knuckle - fixed - telescoping	Floodlights: Style to include adjustment knuckle - fixed - telescoping	Floodlights: Style to include adjustment knuckle - fixed - telescoping
Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.	Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.	Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.
Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.	Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.	Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.
	Lubrication system: Continuous duty cycle for suspension parts and other mechanical equipment joints. - Yes - No	Lubrication system: Continuous duty cycle for suspension parts and other mechanical equipment joints. - Yes - No

Class 1	Class 4	Class 5
Provisions for storing/mounting all Personal Protection Equipment (PPE), to be part of a matching ensemble that meets current NFPA 1970 standards. Only the storing/mounting will be provided by the vehicle manufacturer, not the equipment. When specifying provisions for storing/mounting, be mindful of the total space available; not all items will fit on one truck. • 1, 2, or 3 set(s) of NFPA-compliant suit, including coat, trousers, and gloves • 1, 2, or 3 pair(s) ARFF boots • 1, 2, or 3 complete SCBA including bottle, and face piece • 1, 2, or 3 Nomex hood(s) • 0, 1, 2, or 3 NFPA-compliant helmet(s)	Provisions for storing/mounting all Personal Protection Equipment (PPE), to be part of a matching ensemble that meets current NFPA 1970 standards. Only the storing/mounting will be provided by the vehicle manufacturer, not the equipment. When specifying provisions for storing/mounting, be mindful of the total space available; not all items will fit on one truck. • 1, 2, or 3 set(s) of NFPA-compliant suit, including coat, trousers, and gloves • 1, 2, or 3 pair(s) ARFF boots • 1, 2, or 3 complete SCBA including bottle, and face piece • 1, 2, or 3 Nomex hood(s) • 0, 1, 2, or 3 NFPA-compliant helmet(s)	Provisions for storing/mounting all Personal Protection Equipment (PPE), to be part of a matching ensemble that meets current NFPA 1970 standards. Only the storing/mounting will be provided by the vehicle manufacturer, not the equipment. When specifying provisions for storing/mounting, be mindful of the total space available; not all items will fit on one truck. • 1, 2, or 3 set(s) of NFPA-compliant suit, including coat, trousers, and gloves • 1, 2, or 3 pair(s) ARFF boots • 1, 2, or 3 complete SCBA including bottle, and face piece • 1, 2, or 3 Nomex hood(s) • 0, 1, 2, or 3 NFPA-compliant helmet(s)

Any features not provided for in the standard specification will require FAA approval of a Modification to Standards prior to starting work. Enter any additional features desired along with justification on the Modification to Standards page.

APPENDIX B. VEHICLE PROCUREMENT SPECIFICATION**PROCUREMENT SPECIFICATION****~~Class 1~~, Class 4, or Class 5****Aircraft Rescue and Fire Fighting (ARFF) Vehicle****Airport name:** Augusta Regional Airport**Airport POC:** _____**Airport LOC ID identifier:** _____**Airport address:** 1501 Aviation Way, Augusta, GA 30906**Phone number:** (706) 798-3236**Grant number:** _____**I Scope. (Class 1)**

This Procurement Specification covers a commercially produced 4-wheel drive ARFF vehicle with a minimum:

N/A

It incorporates the delivery of combined and/or single firefighting agents through handlines, hose reels and/or a bumper mounted turret. The ARFF vehicle is intended to carry ancillary equipment to aid aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

I Scope. (Class 4)

This Procurement Specification covers an ARFF vehicle for an index **D** airport. It includes a 1500-gallon water/ foam fire suppression system with a complementary agent:

Class B Dry Chemical

It incorporates the delivery of combined and/or single firefighting agents through handlines, hose reels and/or a bumper mounted turret. The ARFF vehicle is intended to carry ancillary equipment to aid aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

I Scope. (Class 5)

This Procurement Specification covers an ARFF vehicle for an index **D** airport. It includes a 3000-gallon water/foam fire suppression system with a complementary agent:

Class B Dry Chemical

It incorporates the delivery of combined and/or single firefighting agents through handlines, hose reels and/or a bumper mounted turret. The ARFF vehicle is intended to

carry ancillary equipment to aid aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

II Classification.

The ARFF vehicle(s) covered by this Procurement Specification is classified in Part 139, Certification of Airports, Section 315, Aircraft Rescue and Firefighting: Index Determination; Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5220-10, *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles*.

II.1 Fully Loaded Vehicle.

A fully loaded vehicle consists of a fully assembled vehicle, complete with a full complement of crew, fuel, and fire-fighting agent. Inflate the tires to the recommended pressure. For any test that calls for the vehicle to be “fully loaded”, load each storage compartment with 250 lbs. of ballast, up to a total of 1000 lbs. Load each seat that is not occupied during the test with 225 lbs. of ballast seat belted into the seat. Load ballast to represent the weight of the complementary agent not yet on board as close to the height of the complementary agent vessel as possible, taking care that the anticipated vehicle movement during the test will not cause a shift in the ballast damaging vehicle components.

III Vehicle Conformance/Performance Characteristics.

The ARFF vehicle will be in accordance with the applicable requirements of AC 150/5220-10F, *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles*, and National Fire Protection Association (NFPA) 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances (2024 Edition)*, except as specified herein.

Note: The numbering system listed in this section directly corresponds to Chapter 4 in the NFPA 1900 (2024 Edition). To properly use this document, first refer to NFPA 1900 for the base requirements then refer to this advisory circular for any additions, exceptions, amendments, or selections. Additional references to specific paragraphs of NFPA 1900 are indicated in parentheses.

Specific terms that apply to this AC are listed below:

- **ADDITION:** A new item has been added to the standard in the reference document.
- **EXCEPTION:** A restriction has been imposed on the standard in the reference document.
- **AMENDMENT:** Subject matter has been rewritten to modify part, or all, of the original text of the reference document.
- **SELECTION:** NFPA 1900 requires or allows an option to be selected. Options are noted in [**square brackets**].

Note: Requirements referring to complementary agents and/or water/foam systems apply only if those systems are installed. All federal funded procurements must adhere to 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

NFPA 1900, Chapter 4, Aircraft Rescue and Fire-Fighting Vehicles.**ADDITION: 4.2 General.****AMENDMENT: 4.2.1**

The operating temperature range includes ~~[-cold weather -40°F to 32°F] [-hot weather above 110°F]~~ which is in the extreme range.

ADDITION (Class 1): Table 4.2.1.2(d) Agent System Performance Parameters.

Vehicle Water Tank Capacity. Except where noted below, the requirements for vehicles with a water tank capacity from 120 gallons to 528 gallons apply.

EXCEPTION (Class 1): Table 4.2.1.2(d) Agent System Performance Parameters.

Item 2a, Roof Turret. This item does not apply.

EXCEPTION: Table 4.2.1.2(d) Agent System Performance Parameters.

Item 2d, Ground Sweep Nozzles. Ground sweep nozzles are not an approved option.

Item 3, Primary Agent. The primary agent discharge location will be the ~~[-handline]~~ **[turret]**.

TURRET

Item 4, Complementary Agent. The complementary agent discharge location will be the **[turret] [handline]**.

BUMPER TURRET AND HANDLINE

NFPA 1900, 4.3 Requirements for All Aircraft Rescue and Fire-Fighting Vehicles — Responsibility of Contractors/Suppliers.**ADDITION (Class 1): 4.3.1 Certification.**

Warranty. The firefighting unit system will be covered by a minimum one-year warranty after delivery. The commercially purchased chassis and drive train will be warranted by the manufacturer. All associated warranties will accompany the vehicle at the time of delivery. All water and foam tanks will be covered by a lifetime warranty.

NFPA 1900, 4.3.3 Metal Finish.**EXCEPTION: 4.3.3.1 – 4.3.3.5**

Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport.

NFPA 1900, 4.3.4 Lettering, Numbering, and Striping.**AMENDMENT: 4.3.4.5, 4.3.4.6**

Vehicle numbering, lettering, and striping will conform with AC 150/5210-5.

NFPA 1900, 4.5 Propulsion System.**SELECTION: 4.5.1.2.3**

Elevation. The vehicle, including the pumping system, will be designed for operation up to [2000] feet above sea level.

SELECTION: 4.5.2.3.3

Radiator shutters. ~~[yes]~~ [no]

NO

NFPA 1900, 4.5.3 Fuel Systems.**ADDITION (Class 4, Class 5): 4.5.3.4**

Each fuel tank will have a fill opening readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. If more than one tank is furnished, means will be provided to ensure equalized fuel levels in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Prominently label each fuel tank with the appropriate type of fuel.

NFPA 1900, 4.9 Rims, Tires, and Wheels.**ADDITION: 4.9**

A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle.

NFPA 1900, 4.10 Towing Connections.**SELECTION: 4.10**

The vehicle will be provided with a [pintle hook] ~~[ball mount]~~ towing device. The maximum towing capacity of the vehicle will be labeled on the vehicle dashboard and at the towing device location.

NFPA 1900, 4.12 Steering.**ADDITION: 4.12**

A tilt steering column will be provided.

NFPA 1900, 4.13 Cab.**ADDITION (Class 4, Class 5): 4.3**

The vehicle will have a cab constructed of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction.

ADDITION (Class 4, Class 5): 4.13

The cab will have a watertight roof hatch for emergency exit out of the cab.

SELECTION (Class 1): 4.13.1.7

Cab entry and exit features. The cab will have [2] [4], doors. At least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion.

ADDITION: 4.13.4 Instruments, Warning Lights, and Controls.

All instruments and controls will be designed to minimize windshield glare.

ADDITION: 4.13.4.5

Power window controls.

SELECTION: 4.13.4.7

DEVS option. A DEVS system, including [low-visibility enhanced vision subsystem,] [navigation subsystem,] [tracking subsystem,] meeting AC 150/5210-19, Driver's Enhanced Vision System (DEVS), will be provided.

LOW-VISIBILITY ENHANCED VISION SUBSYSTEM

AMENDMENT: 4.13.4.7.1

DEVS Monitors for a Class 1 Vehicle. Minimum dimension of low visibility enhanced subsystem monitors is seven inches.

AMENDMENT: 4.13.4.7.2

DEVS System Requirements. AC 150/5210-19 will be met in its entirety.

AMENDMENT: 4.13.4.8, 4.13.4.9

FLIR System Requirements. AC 150/5210-19 will be met in its entirety.

NFPA 1900, 4.13.5 Equipment.**SELECTION: 4.13.5.1(11)**

Self-Contained Breathing Apparatus (SCBA) Mounting. The vehicle will have mounting to secure [THREE] SCBA equipment from the following manufacturer: [].

SELECTION: 4.13.7

Monitoring and Data Acquisition System (MADAS). [yes] [~~no~~]

YES

ADDITION (Class 4, Class 5): 4.13.8

Lateral accelerometer. The vehicle will be equipped with a lateral accelerometer.

NFPA 1900, 4.14 Body.**ADDITION: 4.14**

License plate bracket. [yes] [~~no~~]

A lighted license plate bracket **YES** be provided at the rear and/or front of the vehicle, as required by state law. The location of the front bracket will be placed so as not to interfere with the operation of fire fighting systems.

The vehicle will have a corrosion-resistant body.

ADDITION: 4.14

SCBA storage tubes. A single compartment or tubes for storage of four SCBA bottles will be provided. If tubes are provided, two will be installed on each side of the vehicle. The tubes will be of sufficient size to accommodate the procuring agencies SCBA cylinders.

NFPA 1900, 4.15 Fire-Fighting Systems and Agents.**ADDITION (Class 1): 4.15**

Compressed Air Foam System (CAFS). Where specified, the CAFS will have expansion ratios of 6:1 to 10:1 with 8:1 being optimal.

Any hand line that is dedicated specifically for CAFS will have a smooth bore nozzle. Hand line discharge rates of 30 GPM and primary and auxiliary turret discharge rates of 60 GPM are permissible.

NFPA 1900, 4.16 Agent Pump(s) and Pump Drive.**ADDITION (Class 1): 4.16.1.1**

Priming pump. The vehicle will be equipped with a priming pump.

NFPA 1900, 4.17 Water Tank, 4.17.1 Water Tank Capacity.**AMENDMENT (Class 4): 4.17.1.1**

Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 1500 gallons.

AMENDMENT (Class 5): 4.17.1.1

Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of at least 3000 gallons.

NFPA 1900, 4.18 Foam System.**ADDITION (Class 1 (optional), Class 4, Class 5): 4.18**

Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 10-gpm directly through the pump and loading connection. All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

ADDITION (Class 4, Class 5): 4.18.1 Foam–Liquid Concentrate Tank(s).

The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

ADDITION: 4.18.4.1 Foam Proportioning Systems.

There are two categories of foam proportioning systems on ARFF apparatus, mechanical and electronic. Mechanical foam proportioning systems control the flow of foam concentrate into the discharge stream preset by designed flow rates of the discharge devices on the vehicle. These systems have no sensors or feedback loop, so they do not adjust based on variations in water flow or viscosity of the foam concentrate. Electronic foam proportioning systems control the volume of foam concentrate into the discharge stream through inputs provided by electronic flow meters. These systems adjust to compensate for variations in the discharge flow rate and the viscosity of the foam concentrate. This functionality can be very important with the approved F3 products which have more variations in viscosity between approved products than legacy AFFFs. The vehicle will have ~~[a mechanical]~~ **[an electronic]** foam proportioning system.

ADDITION: 4.18.4.4 Foam Proportioning Systems.

Use one of the approved foam testing systems, accepted by the FAA for use, to satisfy the Part 139 testing requirement while minimizing any possible environmental impact (See Cert Alert 21-01, 6/1/21). The airport will have ~~[an onboard]~~ ~~[a cart-based (cart and vehicle plumbing kit)]~~ **[a cart-based (vehicle plumbing kit only)]** foam testing system.

NFPA 1900, 4.19 Premixed Foam Solutions.**EXCEPTION: 4.19**

A premixed foam solution is not allowable.

NFPA 1900, 4.20 Turret Nozzles.**SELECTION: 4.20.4.1, 4.20.4.2**

[Manually operated] ~~[Power assisted]~~ turret.

MANUALLY OPERATED

SELECTION: 4.20.4.2(3) and (4)

Manual override or secondary parallel controls powered by an alternative source of all roof turret movement functions.

MANUAL OVERRIDE

NFPA 1900, 4.21 Preconnected Handlines.**ADDITION: 4.21**

A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. A control for charging each handline will be provided for operation.

ADDITION (Class 4, Class 5): 4.21.5

Two 200-foot, 1¾-inch pre-connected woven jacket handlines, with a 1½-inch control valve and nozzle, will be accessible from each side of the vehicle. A safety system will be provided to prevent charging of the hose until the hose has been fully deployed. The handlines and nozzles will be in accordance with NFPA 1900 (paragraph 4.21.5) and will allow for a nozzle flow rate of at least 95 gpm. A control for charging each handline will be provided for operation.

NFPA 1900, 4.22 Turret, Ground Sweep, and Undertruck Nozzles.**SELECTION: 4.22.1**

Bumper turret. [yes] ~~[no]~~

YES

SELECTION: 4.22.3

Undertruck nozzles. [yes] ~~[no]~~

YES

NFPA 1900, 4.24 Halogenated Agent.**SELECTION: 4.24.1.1.1**

Reservice Kit. ~~[yes]~~ [no]

NO

NFPA 1900, 4.25 Dry Chemical Turret.**SELECTION: 4.25.1**

Auxiliary Agent Discharge. [Auxiliary agent discharge mounted parallel to the foam solution discharge] [Entrained within the foam solution discharge stream]

Agent Discharge Locations.

The primary agent discharge location will be the [bumper turret] ~~[hose reel]~~
~~[bumper turret and hose reel]~~.

The complementary agent discharge location will be the ~~[bumper turret]~~ ~~[hose reel]~~
~~[bumper turret and hose reel]~~.

BUMPER & ROOF TURRET FOR PRIMARY

NFPA 1900, 4.26 Lighting and Electrical Equipment.**ADDITION: 4.26.4**

All emergency warning lights will meet the requirements of AC 150/5210-5.

EXCEPTION: 4.26.5.1.2, 4.26.5.2

The provisioning of radios is an airport responsibility and not part of this specification.

The paragraph numbering of the following provisions does not conform to the numbering in NFPA 1900:

IV Product Conformance Provisions.

Product Conformance Provisions must be per NFPA 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances (2024 Edition)*.

IV.1 Classification of Inspections.

The inspection requirements specified herein are classified as follows:

IV.1.1 Performance Inspection.

The vehicle will be subjected to the examinations and tests described in this Procurement Specification. The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

IV.1.2 Conformance Inspection.

The vehicle will be subjected to the examinations and tests described in this Procurement Specification. The contractor will provide or arrange for all test equipment, personnel, and facilities.

IV.2 Product Conformance.

The products provided will meet the performance characteristics of this Procurement Specification, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

IV.3 Technical Proposal.

The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this Procurement Specification; a paragraph-by-paragraph response to the characteristics section of this Procurement Specification will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model to comply with the requirements herein. The vehicle furnished will comply with the commercial requirements of this Procurement Specification as of the date of the award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commercial requirements of this Procurement Specification and each conformance/performance characteristic of this Procurement Specification.

IV.4 Inspection Requirements.**IV.4.1 General Inspection Requirements.**

Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

IV.4.2 Test Rejection Criteria.

Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection:

- Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal.
- Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein.
- Structural failure of any component, including permanent deformation, or evidence of impending failure.
- Evidence of excessive wear.
- Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires.
- Misalignment of components.
- Evidence of undesirable roadability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain.
- Conditions that present a safety hazard to personnel during operation, servicing, or maintenance.

- Overheating of the propulsion system, transmission, or any other vehicle component.
- Evidence of corrosion.
- Failure of the fire fighting system and sub-systems.

IV.4.3 Detailed inspection requirements.

IV.4.3.1 Examination of product.

All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in NFPA 1900, 6.3 Prototype Vehicle Test (**EXCEPTION:** the vehicle will demonstrate the ability to traverse the "J" turn test in both directions on smooth, level pavement without the brakes being applied), will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. The airport may accept a manufacturer or third-party certification for any/all prototype and production/operational vehicle testing performed prior to delivery that proves that the vehicle meets the required performance parameters.

The component manufacturer's certification, prototype test certifications, and production vehicle test certifications will be arranged in the same order and numbering system called out in NFPA 1900. The Operational Test certifications will be provided as part of the delivery package with each vehicle.

Note: If an airport requires the vehicle's operational test data in addition to the test certification, the manufacturer will provide it to them upon request.

V **Packaging.**

- V.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract, or delivery order.
- V.2 Deliver the vehicle with full operational quantities of lubricants, brake and hydraulic fluids, and cooling system fluid all of which are suitable for use in the temperature range expected at the airport.
- V.3 Deliver the vehicle with one complete load of firefighting agents and propellants. One complete load is defined as all agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a clean agent tank (if applicable); one spare nitrogen cylinder for a dry chemical fire suppression system (if applicable); and one spare argon cylinder for a clean agent fire suppression system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period,

use water in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.

- V.4 The vehicle manufacturer will provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

VI Training.

AMENDMENT: 4.3.2.5.8, 4.3.2.5.9

- VI.1 Upon delivery of the vehicle to the airport, the manufacturer will, at no additional cost, provide the services of a qualified technician for five consecutive days (or up to 8 days for a vehicle equipped with a boom-mounted turret) for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities will be provided by the manufacturer to allow various shifts to complete the training requirements.
- VI.2 The technician will provide thorough instruction in the use, operation, maintenance, and testing of the vehicle. This setup includes operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all fire fighting and vehicle operating systems. Prior to leaving the vehicle, the technician will review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.
- VI.3 Training will include written operating instructions, electronic training aids (videos/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions will include materials that can be used to train subsequent new operators.

VII Referenced Documents.

VII.1 **Federal Aviation Administration (FAA).**

ACs may be obtained from the FAA website:

https://www.faa.gov/regulations_policies/advisory_circulars/

- AC 150/5220-10, *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles*
- AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*

FAA Orders, Specifications, and Drawings may be obtained from: <https://www.faa.gov/>

VII.2 **CFR.**

The CFR may be obtained from <https://www.ecfr.gov>.

Title 14, Code of Federal Regulations (CFR), Part 139, *Certification of Airports* (14 CFR Part 139)

- Section 139.315 Aircraft Rescue and Firefighting: Index Determination.
- Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.
- Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

VII.3 **National Fire Protection Association (NFPA).**

NFPA documents may be obtained from <https://www.nfpa.org/>.

- NFPA 460, *Standard for Aircraft Rescue and Firefighting Services at Airports*
- NFPA 1900, *Standard for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances (2024 Edition)*

FAA Submittal

If this procurement is [**subject to approval by the Federal Aviation Administration**] [**to be funded under the Airport Improvement Program or the Passenger Facility Charge Program**], provide the following to the appropriate FAA Airports office for review and approval.

This specification has been produced using Advisory Circular 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. No alterations have been made to the resultant specification.

[**The attached request for additional items needed to address unusual requirements is submitted in accordance with FAA Order 5300.1, *Modifications to Agency Airport Design, Construction, and Equipment Standards.***]

(Airport POC signature and title)

The following justifications are provided for FAA approval:

Paragraph Number: **AMENDMENT: 4.5.1.2.2**

<u>Extreme Temperature Justification</u>

☐

Approved

☐

Disapproved:

Paragraph Number: **SELECTION: 4.5.2.3.3**

<u>Radiator Shutters Justification</u>

☐

Approved

☐

Disapproved:

(FAA signature and date)

We have requested approval of a Modification to Standards (MOS) at Airport Data and Information Portal (ADIP) for the following items that are not provided for in the standard specifications. For more than four requests, provide additional justification pages.

Item 1:

TANK FILLS FROM BOTH SIDES OF THE APPARATUS

Justification:

☐

Approved

☐

Disapproved:

Item 2:

ECOLOGIC INPUT BASED TESTING CONNECTIONS

Justification:

☐

Approved

☐

Disapproved:

Item 3:

FACTORY TESTING OF SOLBERG F3 FOAM CONDUCTIVITY

Justification:

☐

Approved

☐

Disapproved:

Item 4:

ACCESSORY GENERATOR

Justification:

☐

Approved

☐

Disapproved:

(FAA signature and date)

APPENDIX C. CHECKLIST FOR DELIVERY PACKAGE

- C.1 The delivery package is an important component of this AIP purchase. The delivery package will include each of the applicable documents identified in this checklist and be included in a tabbed binder, two copies (one for the customer and one for the FAA ADO).

Checklist for Delivery Package AC 150/5220-10 NFPA 1900, Chapter 6 Acceptance Criteria		FAA Approval (Initials)
Customer (Airport)		
Authorized Airport Representative Name & Title		
Airport Call Sign for Vehicle(s)		
Manufacturer Name		
Model		
Year of Manufacture		
VIN or Build #		
NFPA 1900, 6.1 General		
6.1.1 – Manufacturer’s quality assurance documents for their manufacturing processes		
6.1.2 – Documentation of test results for:		
1	Component Manufacturers Certification	
2	Prototype Vehicle Tests	
3	Operational Tests	

Reference	Comments	(Initials)
NFPA 1900, 6.2 Component Manufacturer's Certification		
Propulsion System		
Transmission		
Axles		
Transfer Case		
Wheels		
Tires		
Hand line Hose with couplings attached		
Propellant Gas Cylinder (CAFS)		
Propellant Gas Cylinder (DC)		
Propellant Gas Cylinder Regulating Device (CAFS)		
Propellant Gas Cylinder Regulating Device (DC)		
Complementary Agent Storage Container		
Complementary Agent Pressure Relief Device		
Cooling System		
Fire Pump		
Foam Tank		
Water Tank		
Propulsion System or PTO Driven Generator		
Brake System Certified data for Air Brake System		

Reference	Test Name	Comments	(Initials)
NFPA 1900, 6.3 Prototype Vehicle Tests			
6.3.6	Rated Water and Foam Tank Capacity Test		
6.3.7	Cornering Stability		
6.3.7.4	AMENDMENT: Evasive maneuver test will be conducted at 35 MPH		
6.3.8	Vehicle Dimensions		
6.3.9	Driver Vision Measurement		
6.3.10	Pump and Roll on a 40% Grade		
6.3.11	Electrical Charging System		
6.3.11.3	Electrical System Performance Test		
6.3.12	Radio Suppression		
6.3.13	Gradability Test		
6.3.14	Body and Chassis Flexibility Test		
6.3.15	Service / Emergency Brake Test		
6.3.16	Service / Parking Brake Grade Holding Test		
6.3.17	Steering Control Test		
6.3.18	Vehicle Clearance Circle Test		
6.3.19	Agent Pump(s) / Tank Vent Discharge Test		
6.3.20	Water Tank Fill and Overflow Test		
6.3.21	Flushing System Test		
6.3.22	Primary Turret Flow Rate Test		
6.3.23	Primary Turret Pattern Test		
6.3.24	Primary Turret Control Force Measurement		
6.3.25	Primary Turret Articulation Test		
6.3.26	Handline Nozzle Flow Rate Test		
6.3.27	Handline Nozzle Pattern Test		
6.3.28	Ground Sweep / Bumper Turret Flow Rate		
6.3.29	Ground Sweep / Bumper Turret Pattern Test		

Reference	Test Name	Comments	(Initials)
6.3.30	Undertruck Nozzle Test		
6.3.31	Foam Concentration / Foam Quality Test		
6.3.32	Warning Siren Test		
6.3.33	Propellant Gas		
6.3.34	Pressure Regulation		
6.3.35	Pressurized Agent Purging and Venting		
6.3.36	Complementary Agent Handline Flow Rate and Range		
6.3.37	Dry Chemical Turret Flow Rate and Range		
6.3.38	Cab Interior Noise Test		
NFPA 1900, 6.4 Operational Tests			
6.4.1	Vehicle Testing, Side Slope		
6.4.2	Weight / Weight Distribution		
6.4.3	Acceleration		
6.4.4	Top Speed		
6.4.5	Brake Operational Test		
6.4.6	Air System / Air Compressor Test		
6.4.7	Agent Discharge Pumping Test		
6.4.8	Dual Pumping System Test		
6.4.9	Pump and Maneuver Test		
6.4.10	Hydrostatic Pressure Test		
6.4.11	Foam Concentration Test		

As Applicable	Comments	(Initials)
NFPA 1900, 4.3.2.3 Operator's Manual		
Chassis (As Built)		
Boom-mounted Turret (2) and 1 CD (As Built)		
PTO Generator		
HVLA Bumper Turret		
MADAS		

As Applicable	Comments	(Initials)
Continuous Lubrication System		
(Other) (As Built)		
Electrical Schematics (As Built)		
Engineered Drawing (As Built)		
Photo Documentation during the production process		
Warranties – General Requirements		
Base Vehicle – Bumper to Bumper		
Propulsion System		
Transmission		
Water Pump		
Water / Foam Tank		
Paint		
NFPA 1900, 4.3.2.5 Parts Manual		
Chassis (As Built)		
Boom-mounted Turret (As Built)		
CAFS (As Built)		
Complementary Agent System		
PTO Generator		
HVLA Bumper Turret		
Continuous Lubrication System		
(Other) (As Built)		

The undersigned authorized representative has inspected the delivery documents for this ARFF Vehicle and find it meets the requirements of AC 150/5220-10F.

Inspector Name: _____

Inspector Signature: _____

Inspector Title: _____

Date: _____

A signed copy of this signed checklist must be submitted to the ADO.

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APPENDIX D. DEFINITIONS AND ACRONYMS

D.1 Definitions.

1. **Aqueous Film-Forming Foam Concentrate (AFFF).** A concentrate based on fluorinated surfactants plus foam stabilizers to produce a foam which, when drained, creates a fluid aqueous film for suppressing hydrocarbon fuel vapors. Concentrate is usually diluted with water to a 1%, 3%, or 6% solution.
2. **Clean Agent.** Clean agent means an electrically nonconducting volatile or gaseous fire extinguishing agent that does not leave a residue upon evaporation and has been shown to provide extinguishing action.
3. **Electronic Proportioning.** A foam concentrate proportioning system which controls the volume of foam concentrate into the discharge stream through inputs provided by electronic flow meters. These systems fluctuate to compensate for variations in the water discharge and foam concentration viscosity.
4. **Mechanical Proportioning.** A foam concentrate proportioning system which controls the volume of foam concentrate into the discharge stream through fixed openings set by expected flow rates of the discharge devices on the vehicle. The devices are typically activated by a pneumatic valve (plunger?) operation or mechanical levers. These systems are set to a specific volume and do not adjust based on variation in water flow or foam concentration viscosity.
5. **Fluorine-Free Foam (F3).** A synthetic foam concentrate based on a mixture of hydrocarbon surface active agents that are fluorine free.
6. **Foam.** An aggregation of small bubbles used to form an air-excluding, vapor-suppressing blanket over the surface of a flammable liquid fuel. With the development of the new fluorine-free foam, airports are starting to transition away from using Aqueous Film-Forming Foam.
7. **Foam Concentrate.** A concentrated liquid foaming agent as received from the manufacturer.
8. **Halogenated Agent.** A hydrocarbon extinguishing agent in which one or more hydrogen atoms are replaced by atoms from the halogen series – fluorine, chlorine, bromine, or iodine.

D.2 Acronyms.

AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADO	Airport District Office
AFFF	Aqueous Film Forming Foam
AIP	Airport Improvement Program
ARFF	Aircraft Rescue and Fire Fighting
CAFS	Compressed Air Foam System
CFR	Code of Federal Regulations
DEVS	Driver's Enhanced Vision System
F3	Fluorine-Free Foam
FAA	Federal Aviation Administration
GPM	Gallons per minute
HVLA	High Volume, Low Attack
ICAO	International Civil Aviation Organization
LED	Light Emitting Diode
MADAS	Monitoring and Data Acquisition System
NFPA	National Fire Protection Association
PFC	Passenger Facility Charge
PPE	Personal Protection Equipment
Psi	Pounds per square inch
PTO	Power Take-Off
RIWS	Runway Incursion Warning Systems
SCBA	Self-Contained Breathing Apparatus

Advisory Circular Feedback

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Subject: AC 150/5220-10F

Date: _____

Please check all appropriate line items:

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