



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 No bids may be withdrawn for a period of ninety (90) days after bids have been opened.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 No bids may be withdrawn for a period of ninety (90) days after bid have been opened, pending the execution of contract with the successful bidder.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 AEFV 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 AEFV 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
[X] (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: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Where/How did you hear about this solicitation? _____

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) ____: (#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 debarment 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) _____

Name of Public Employer

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

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

NOTARY COMMISSIONING

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

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 Commissions 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 Project Number and Project Name]

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

[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

Printed Name

* Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____ NOTARY SEAL

Note: 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. § 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:

_____[Signatory Name in Print] _____[Signatory's Title] [Company Name]

_____[Signatory's Title] _____ Date: _____

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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- 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		
	Written Unit Price					

Total Base Bid = _____

Total Base Bid Written = _____

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:

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
_____	_____
_____	_____
_____	_____

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.

Signed this _____ day of _____, 20_____.

Contractor

By: _____

(Signature of individual, partner or officer signing the Bid)

(SEAL)

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).

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.

Name of Bidder's
Authorized Representative
(Please Print or Type Name)

Signature of Bidder's
Authorized Representative

Title of Bidder's
Authorized Representative

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 Obligee, 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 Obligee, 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 3902.10SOURCE

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 () 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	<p>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.</p> <p>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.</p>

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	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-33	Intention of Terms	<p>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.</p> <p>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.</p>

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:

Sean Gosnell, Manager, Columbia System Support

Federal Aviation Administration

Office: (803) 822-4420

Cell: (704) 795-5377

Augusta Regional Airport:

Tyler Good, Operations Manager

Office: (706) 821-4839

Cell: (706) 305-5642

Elizabeth Giles, Senior Construction Project Manager

(706) 796-4010

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

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APPENDIX A. FIRE TRUCK PROCUREMENT SPECIFICATION CONSIDERATIONS

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

Class 1	Class 4	Class 5
<p>Bumper turret type:</p> <ul style="list-style-type: none"> • single agent turret • dual agent turret • no bumper turret 	<p>Bumper turret type:</p> <ul style="list-style-type: none"> • 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 	<p>Bumper turret type:</p> <ul style="list-style-type: none"> • 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
	<p>Boom-mounted extendable turret:</p> <ul style="list-style-type: none"> • 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 	<p>Boom-mounted extendable turret:</p> <ul style="list-style-type: none"> • 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
<p>If foam is provided, specify proportioning system:</p> <ul style="list-style-type: none"> • electronic • mechanical 	<p>If foam is provided, specify proportioning system:</p> <ul style="list-style-type: none"> • electronic • mechanical 	<p>If foam is provided, specify proportioning system:</p> <ul style="list-style-type: none"> • electronic • mechanical
<p>Input-based Testing System:</p> <ul style="list-style-type: none"> • onboard • cart-based (cart and vehicle plumbing kit) • cart-based (vehicle plumbing kit only) 	<p>Input-based Testing System:</p> <ul style="list-style-type: none"> • onboard • cart-based (cart and vehicle plumbing kit) • cart-based (vehicle plumbing kit only) 	<p>Input-based Testing System:</p> <ul style="list-style-type: none"> • onboard • cart-based (cart and vehicle plumbing kit) • cart-based (vehicle plumbing kit only)

Class 1	Class 4	Class 5
	<p>Structural fire fighting capability: ¹</p> <ul style="list-style-type: none"> • Yes • No 	<p>Structural fire fighting capability: ³</p> <ul style="list-style-type: none"> • Yes • No
<p>Primary Turret Nozzle:</p> <ul style="list-style-type: none"> • water/foam discharge • complementary agent discharge • dual agent parallel stream • dual agent entrained stream • clean agent or dry chemical 	<p>Primary Turret Nozzle:</p> <ul style="list-style-type: none"> • Roof mounted turret: <ul style="list-style-type: none"> ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream <p>OR</p> <ul style="list-style-type: none"> • Bumper mounted turret: <ul style="list-style-type: none"> ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream <p>OR</p> <ul style="list-style-type: none"> • Boom mounted turret: <ul style="list-style-type: none"> ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream ○ ASPN nozzle: <ul style="list-style-type: none"> ▪ water (required) ▪ clean agent (optional) 	<p>Primary Turret Nozzle:</p> <ul style="list-style-type: none"> • Roof mounted turret: <ul style="list-style-type: none"> ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream <p>OR</p> <ul style="list-style-type: none"> • Bumper mounted turret: <ul style="list-style-type: none"> ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream <p>OR</p> <ul style="list-style-type: none"> • Boom mounted turret: <ul style="list-style-type: none"> ○ water/foam ○ dual agent parallel stream ○ dual agent entrained stream ○ ASPN nozzle: <ul style="list-style-type: none"> ▪ 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
<p>Complementary Agent Handline Type:</p> <ul style="list-style-type: none"> • 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 	<p>Complementary Agent Handline Type:</p> <ul style="list-style-type: none"> • 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 	<p>Complementary Agent Handline Type:</p> <ul style="list-style-type: none"> • 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
<p>Hose Reel Nozzle:</p> <ul style="list-style-type: none"> • a complementary agent discharge • dual agent discharge of the entrainment type • a clean agent • none 	<p>Hose Reel Nozzle:</p> <ul style="list-style-type: none"> • a water/foam discharge • a complementary agent discharge • a dual agent discharge of the entrainment type • a clean agent 	<p>Hose Reel Nozzle:</p> <ul style="list-style-type: none"> • a water/foam discharge • a complementary agent discharge • a dual agent discharge of the entrainment type • a clean agent
<p>Cab doors:</p> <ul style="list-style-type: none"> • 2 • 4 		
<p>Compartment doors lockable:</p> <ul style="list-style-type: none"> • yes • no 	<p>Compartment doors lockable:</p> <ul style="list-style-type: none"> • yes • no 	<p>Compartment doors lockable:</p> <ul style="list-style-type: none"> • yes • no
<p>Turret power:</p> <ul style="list-style-type: none"> • manual • with manual override • with secondary parallel controls powered by an alternative source • without secondary control 	<p>Turret power:</p> <ul style="list-style-type: none"> • manual • with manual override • with secondary parallel controls powered by an alternative source • without secondary control 	<p>Turret power:</p> <ul style="list-style-type: none"> • manual • with manual override • with secondary parallel controls powered by an alternative source • without secondary control
<p>Undertruck nozzles:</p> <ul style="list-style-type: none"> • yes • no 	<p>Undertruck nozzles:</p> <ul style="list-style-type: none"> • yes • no 	<p>Undertruck nozzles:</p> <ul style="list-style-type: none"> • yes • no

Class 1	Class 4	Class 5
<p>Elevation less than 2,000 feet: Is elevation 2,000 feet or more?</p> <ul style="list-style-type: none"> • Yes • No 	<p>Elevation less than 2,000 feet: Is elevation 2,000 feet or more?</p> <ul style="list-style-type: none"> • Yes • No 	<p>Elevation less than 2,000 feet: Is elevation 2,000 feet or more?</p> <ul style="list-style-type: none"> • Yes • No
<p>Temperature range: Is extreme temperature range equipment needed?</p> <ul style="list-style-type: none"> • Cold weather -40°F to 32°F • Hot weather Above 110°F <p>[Justification for High or Low]</p>	<p>Temperature range: Is extreme temperature range equipment needed?</p> <ul style="list-style-type: none"> • Cold weather -40°F to 32°F • Hot weather Above 110°F <p>[Justification for High or Low]</p>	<p>Temperature range: Is extreme temperature range equipment needed?</p> <ul style="list-style-type: none"> • Cold weather -40°F to 32°F • Hot weather Above 110°F <p>[Justification for High or Low]</p>
	<p>Tires and wheels: Tire bead locks</p> <ul style="list-style-type: none"> • Yes • No 	<p>Tires and wheels: Tire bead locks</p> <ul style="list-style-type: none"> • Yes • No
	<p>Additional Seats: Non-suspension type</p> <ul style="list-style-type: none"> • Select up to 2 	<p>Additional Seats: Non-suspension type</p> <ul style="list-style-type: none"> • Select up to 2
<p>Runway Incursion Warning Systems (RIWS):</p> <ul style="list-style-type: none"> • Yes • No 	<p>Runway Incursion Warning Systems (RIWS):</p> <ul style="list-style-type: none"> • Yes • No 	<p>Runway Incursion Warning Systems (RIWS):</p> <ul style="list-style-type: none"> • Yes • No
<p>If RIWS is selected, provide the following information: Power source Select all that apply:</p> <ul style="list-style-type: none"> • direct hardwire power connection • 12V quick plug-in • Battery • battery backup 	<p>If RIWS is selected, provide the following information: Power source Select all that apply:</p> <ul style="list-style-type: none"> • direct hardwire power connection • 12V quick plug-in • Battery • battery backup 	<p>If RIWS is selected, provide the following information: Power source Select all that apply:</p> <ul style="list-style-type: none"> • direct hardwire power connection • 12V quick plug-in • Battery • battery backup

Class 1	Class 4	Class 5
<p>If an RIWS is selected, provide the following information: System type</p> <ul style="list-style-type: none"> • preconfigured system • custom system 	<p>If an RIWS is selected, provide the following information: System type</p> <ul style="list-style-type: none"> • preconfigured system • custom system 	<p>If an RIWS is selected, provide the following information: System type</p> <ul style="list-style-type: none"> • preconfigured system • custom system
<p>If an RIWS system is selected, provide the following information: Check all options that apply</p> <ul style="list-style-type: none"> • custom areas • additional audible signals • additional visual signals 	<p>If an RIWS system is selected, provide the following information: Check all options that apply</p> <ul style="list-style-type: none"> • custom areas • additional audible signals • additional visual signals 	<p>If an RIWS system is selected, provide the following information: Check all options that apply</p> <ul style="list-style-type: none"> • custom areas • additional audible signals • additional visual signals
<p>If an RIWS system is selected, provide the following information: Additional feature requiring justification:</p> <ul style="list-style-type: none"> • historical tracking and vehicle trails 	<p>If an RIWS system is selected, provide the following information: Additional features requiring justification:</p> <ul style="list-style-type: none"> • historical tracking and vehicle trails 	<p>If an RIWS system is selected, provide the following information: Additional features requiring justification:</p> <ul style="list-style-type: none"> • historical tracking and vehicle trails
<p>If an RIWS system is selected, provide the following information:</p> <ul style="list-style-type: none"> • Justification for additional RIWS features 	<p>If an RIWS system is selected, provide the following information:</p> <ul style="list-style-type: none"> • Justification for additional RIWS features 	<p>If an RIWS system is selected, provide the following information:</p> <ul style="list-style-type: none"> • Justification for additional RIWS features
<p>DEVS Options:</p> <ul style="list-style-type: none"> • Low-Visibility Enhanced Vision subsystem 	<p>DEVS Options:</p> <ul style="list-style-type: none"> • Low-Visibility Enhanced Vision subsystem 	<p>DEVS Options:</p> <ul style="list-style-type: none"> • Low-Visibility Enhanced Vision subsystem
<p>DEVS Options:</p> <ul style="list-style-type: none"> • Add navigation subsystem 	<p>DEVS Options:</p> <ul style="list-style-type: none"> • Add navigation subsystem 	<p>DEVS Options:</p> <ul style="list-style-type: none"> • Add navigation subsystem
<p>DEVS Options:</p> <ul style="list-style-type: none"> • Add tracking subsystem 	<p>DEVS Options:</p> <ul style="list-style-type: none"> • Add tracking subsystem 	<p>DEVS Options:</p> <ul style="list-style-type: none"> • Add tracking subsystem
<p>Seat Type: Driver</p> <ul style="list-style-type: none"> • Standard (hard/fixed back) • SCBA 	<p>Seat Type: Driver</p> <ul style="list-style-type: none"> • Standard (hard/fixed back) • SCBA 	<p>Seat Type: Driver</p> <ul style="list-style-type: none"> • Standard (hard/fixed back) • SCBA

Class 1	Class 4	Class 5
Seat Type: Turret Operator <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA 	Seat Type: Turret Operator <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA 	Seat Type: Turret Operator <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA
Seat Type: #3 <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA N/A 	Seat Type: #3 <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA N/A 	Seat Type: #3 <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA N/A
Seat Type: #4 <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA N/A 	Seat Type: #4 <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA N/A 	 Seat Type: #4 <ul style="list-style-type: none"> Standard (hard/fixed back) SCBA N/A
Self-Contained Breathing Apparatus (SCBA) mounting type: <ul style="list-style-type: none"> Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles 	Self-Contained Breathing Apparatus (SCBA) mounting type: <ul style="list-style-type: none"> Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles 	Self-Contained Breathing Apparatus (SCBA) mounting type: <ul style="list-style-type: none"> Enter SCBA equipment manufacturer name and model number: _____ 30-minute bottles 45-minute bottles
Mirrors: Electrically heated heads <ul style="list-style-type: none"> Yes No 	Mirrors: Electrically heated heads <ul style="list-style-type: none"> Yes No 	Mirrors: Electrically heated heads <ul style="list-style-type: none"> Yes No
Towing Device: Type <ul style="list-style-type: none"> Pintle Hook Ball Mount 	Towing Device: Type <ul style="list-style-type: none"> Pintle Hook Ball Mount 	Towing Device: Type <ul style="list-style-type: none"> Pintle Hook Ball Mount

Class 1	Class 4	Class 5
Back-up Camera: with Monitor <ul style="list-style-type: none"> • Yes • No 	Back-up Camera: with Monitor <ul style="list-style-type: none"> • Yes • No 	Back-up Camera: with Monitor <ul style="list-style-type: none"> • Yes • No
Emergency warning lights: Lighting type (LED) <ul style="list-style-type: none"> • flasher • rotating beacon • strobe 	Emergency warning lights: Lighting type (LED) <ul style="list-style-type: none"> • flasher • rotating beacon • strobe 	Emergency warning lights: Lighting type (LED) <ul style="list-style-type: none"> • flasher • rotating beacon • strobe
Monitoring and Data Acquisition System (MADAS) capability: <ul style="list-style-type: none"> • Yes • No 	Monitoring and Data Acquisition System (MADAS) capability: <ul style="list-style-type: none"> • Yes • No 	 Monitoring and Data Acquisition System (MADAS) capability: <ul style="list-style-type: none"> • Yes • No
License plate bracket: <ul style="list-style-type: none"> • Yes • No 	License plate bracket: <ul style="list-style-type: none"> • Yes • No 	License plate bracket: <ul style="list-style-type: none"> • Yes • No
	Electrical Cable: Cord reel <ul style="list-style-type: none"> • Yes • No 	 Electrical Cable: Cord reel <ul style="list-style-type: none"> • Yes • No
	Air Systems: Hose reel <ul style="list-style-type: none"> • Yes • No 	 Air Systems: Hose reel <ul style="list-style-type: none"> • Yes • No
	Foam tank fill connections: Number of connections <ul style="list-style-type: none"> • 1-Standard (left side) • 1-Standard (right side) • Dual (both sides) 	Foam tank fill connections: Number of connections <ul style="list-style-type: none"> • 1-Standard (left side) • 1-Standard (right side) • Dual (both sides)
Windows: Control system <ul style="list-style-type: none"> • electric • manual 	Windows: Control system <ul style="list-style-type: none"> • electric 	Windows: Control system <ul style="list-style-type: none"> • electric

Class 1	Class 4	Class 5
<p>Floodlights: Style to include adjustment knuckle</p> <ul style="list-style-type: none"> fixed telescoping 	<p>Floodlights: Style to include adjustment knuckle</p> <ul style="list-style-type: none"> fixed telescoping 	<p>Floodlights: Style to include adjustment knuckle</p> <ul style="list-style-type: none"> fixed telescoping
<p>Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.</p>	<p>Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.</p>	<p>Radio wiring (power, control, antenna): Any that would require partial dismantling of vehicle components (e.g., cab headliner) if added after delivery.</p>
<p>Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.</p>	<p>Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.</p>	<p>Radio wiring (power, control, antenna): Specify antennas, wire types and location of antennas and wire terminations.</p>
	<p>Lubrication system: Continuous duty cycle for suspension parts and other mechanical equipment joints.</p> <ul style="list-style-type: none"> Yes No 	<p>Lubrication system: Continuous duty cycle for suspension parts and other mechanical equipment joints.</p> <ul style="list-style-type: none"> Yes No

Class 1	Class 4	Class 5
<p>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.</p> <ul style="list-style-type: none"> • 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) 	<p>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.</p> <ul style="list-style-type: none"> • 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) 	<p>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.</p> <ul style="list-style-type: none"> • 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.

COLD WEATHER SHALL BE INCLUDED

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: [REDACTED].

SELECTION: 4.13.7

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

NO

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): 4.16.1.1.1**

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)

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:

[Empty justification box for Item 1]

Approved Disapproved:

Item 2:

ECOLOGIC INPUT BASED TESTING CONNECTIONS

Justification:

[Empty justification box for Item 2]

Approved Disapproved:

Item 3:

FACTORY TESTING OF SOLBERG F3 FOAM CONDUCTIVITY

Justification:

[Empty justification box for Item 3]

Approved Disapproved:

Item 4:

ACCESSORY GENERATOR

Justification:

[Empty justification box for Item 4]

Approved Disapproved:

(FAA signature and date)