



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1

Melody Kelley – District 2

Melissa Mular – District 3

Jody Reichel – District 4

Tibby DeJulio – District 5

Andy Bauman – District 6

Tuesday, August 6, 2024

Regular Meeting

5:00 PM

The City Council meeting will be held in the Studio Theatre at Sandy Springs City Hall
(1 Galambos Way, Sandy Springs, GA 30328).

Live-stream: www.SandySpringsGA.gov/stream

Public Comment: <http://spr.gs/publiccomment>

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

A. 2024-186 Meeting Minutes

July 16, 2024 City Council Work Session

July 16, 2024 City Council Meeting

July 31, 2024 City Council Special Called Meeting

B. 2024-187 Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 509 Hilderbrand Drive in Land Lot 70 of the 17th District, City of Sandy Springs (Tax ID #17-0070-0002-036-0); S2-193 Hammond Drive Widening Project

(Presented by William H. Martin, Jr. AIA Public Works Director)

C. 2024-188 Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 581 Hammond Drive in Land Lot 70 of the 17th District, City of Sandy Springs (Tax ID #17-0070-0001-012-3); S2-193

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance.

The City will make reasonable accommodations for those persons.

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Hammond Drive Widening Project

(Presented by William H. Martin, Jr. AIA Public Works Director)

- D. **2024-189** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 611 Hammond Drive in Land Lot 70 of the 17th District, City of Sandy Springs (Tax ID #17-0070-0001-001-8); S2-193 Hammond Drive Widening Project
(Presented by William H. Martin, Jr. AIA Public Works Director)

VII. Presentations

- A. **2024-190** Purple Heart Day - August 7, 2024
(Presented by Rusty Paul, Mayor)
- B. **2024-191** TSPLOST Program Update
(Presented by Chris Burnett, Fulton County Citizen Oversight Council, Allen Johnson, PE, PMP, TSPLOST Program Manager)

VIII. Public Hearing

- A. **2024-192** Request for Mayor and City Council Consideration of an Ordinance to Set the Ad Valorem Tax Rate of the City of Sandy Springs
Public Hearing 1
(Presented by Eden Freeman, City Manager)
- B. **2024-193** ABL No. 27407
Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for 915 Crestline Catering, LLC-915 Crestline Parkway, Sandy Springs, Georgia 30328. The Applicant is Andy A. Chopra for Consumption of the Premises of Beer and Wine
(Presented by Toni Carlisle, Chief Financial Officer)
- C. **2024-194** ABL No. 27323
Request for Mayor and City Council Consideration of Approval of an Alcoholic Beverage License Application for Vinny's NY Pizza and Grill-111 Glenridge Point Parkway, Sandy Springs, GA 30342. The Applicant is Bhav Avhad for Consumption on the Premises of Beer, Wine, and Distilled Spirits
(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

- A. **2024-195** Request for Mayor and City Council Consideration to Approve the Purchase of Equipment for the City of Sandy Springs Fire Department and to Authorize the

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City Manager to Execute Documents to Effectuate Same

(Presented by Keith Sanders, Fire Chief)

- B. **2024-196** Request for Mayor and City Council Consideration of an Ordinance to Amend Section 105.20 of the City of Sandy Springs Code of Ordinances Entitled "International Property Maintenance Code"; to Provide for an Effective Date and for Other Purposes
(Presented by Ginger Sottile, Director of Community Development)
- C. **2024-197** Request for Mayor and City Council Consideration to Approve the Purchase of Environmental Mitigation Stream Credits for the Boylston Drive at Hammond Drive Intersection Realignment Project and to Authorize the City Manager to Purchase the Credits
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- D. **2024-198** Request for Mayor and City Council Consideration to Approve a Contract Award to Blue Level Services, LLC to Construct the 6775 Lisa Lane and 6785 Lisa Lane Pond Rehabilitation Project and to Authorize the City Manager to Execute the Contract
(Presented by William H. Martin, Jr. AIA Public Works Director)
- E. **2024-199** Request for Mayor and City Council Consideration to Approve a Construction Agreement Between the City of Sandy Springs and the Georgia Department of Transportation for Construction of the City of Sandy Springs' Portion of the PATH 400 Multiuse Trail Extension Project and to Authorize the Mayor to Execute the Agreement
(Presented by William H. Martin, Jr., AIA, Public Works Director)
- F. **2024-200** Request for Mayor and City Council to Approve the Purchase of a 6 x 3 Display Wall for the Traffic Management Center at City Springs from Utilicom Supply Associates, LLC
(Presented by William H. Martin, Jr. AIA Public Works Director)
- G. **2024-201** Request For Mayor And City Council Consideration to Participate in the New National Opioids Settlement with Kroger Co.
(Presented by Dan Lee, City Attorney)

X. Reports

- A. **2024-202** Mayor and Council Report
- B. **2024-203** Staff Reports

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XI. Executive Session - Real Estate and Litigation

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: July 15, 2024 Submission for the August 6, 2024 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 509 Hilderbrand Drive in Land Lot 70 of the 17th District, City of Sandy Springs (Tax ID #17-0070-0002-036-0); S2-193 Hammond Drive Widening Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 70 of the 17th District, Fulton County, Georgia. The property is owned by Oliver E. Dunatov and is located at 509 Hilderbrand Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 1,074.50 square feet of Fee Simple Right of Way and 418.87 square feet of Temporary Construction Easement on the subject property is necessary to construct the S2-193 Hammond Drive Widening Project.

Discussion:

City Staff and the property owner have come to an amicable settlement agreement in the amount of \$45,000.00, which is \$10,300.00 above the estimated Fair Market Value of \$34,700.00 indicated in the City's appraisal. This agreement was reached as a result of negotiations based on the City's adjusted range of values contained in the City's appraisal and also taking into consideration the significant impact of the project on the subject parcel. Therefore, Staff believes this settlement to be reasonable and recommends Council's acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available for this acquisition in S2-193 Project's budget.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works

Created/Initiated - 7/25/2024
Approved - 7/25/2024

Chris Owens, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 7/30/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

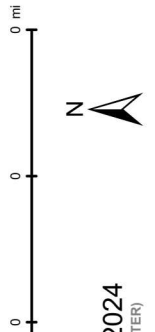
Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. Dunatov
4. Resolution. Agreement to Purchase

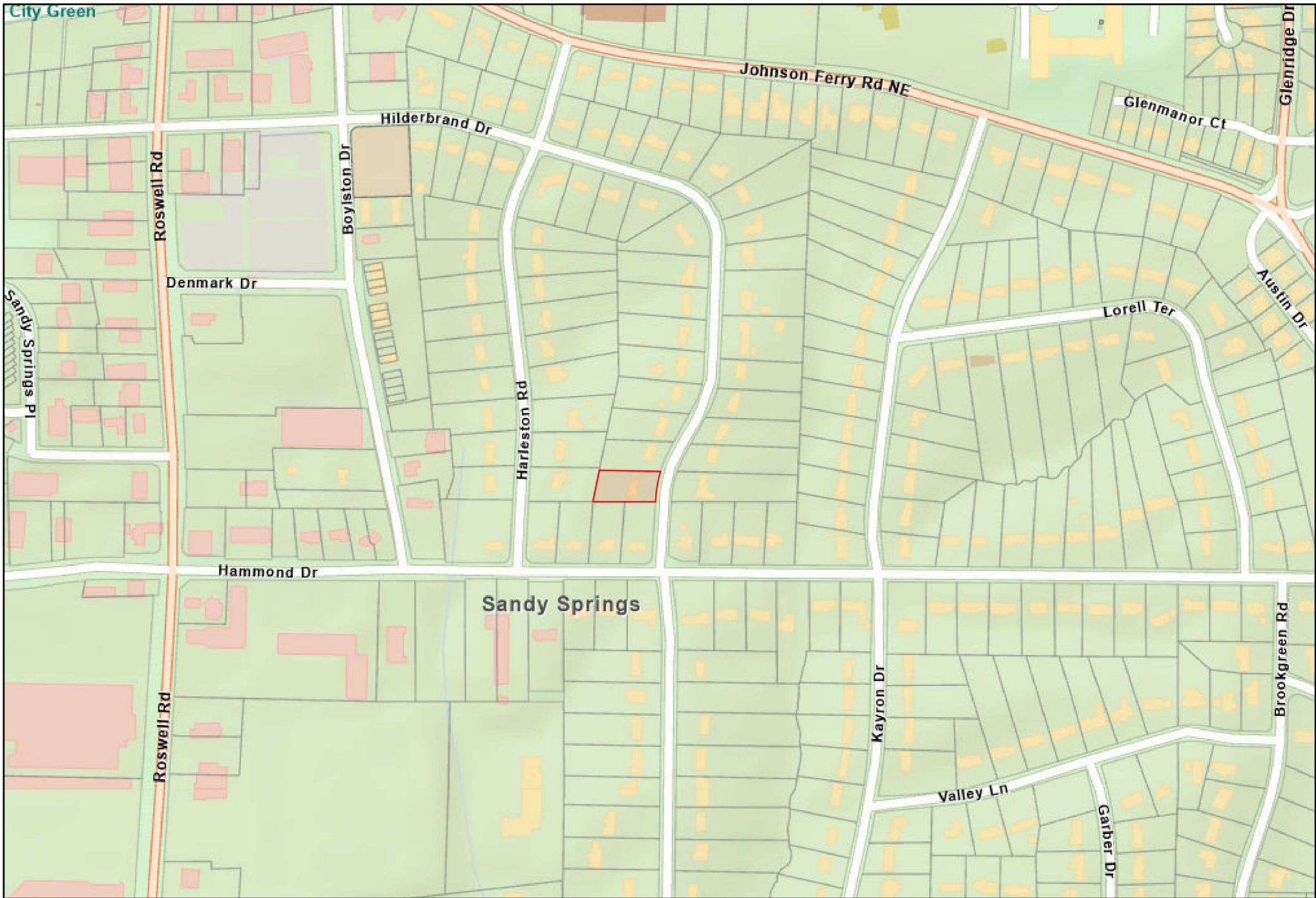


509 Hilderbrand Drive/ Dunatov

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted on these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use of this data, and if Fulton County is advised of the possibility of such losses.



Date: 7/15/2024
Map Size: 8.5x11 (LETTER)



509 Hilderbrand Drive/ Dunatov

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**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY
CONSTRUCTION EASEMENT**

May 28, 2024

Oliver E. Dunatov
509 Hilderbrand Drive
Sandy Springs, GA 30328

RE: Project No.: S2-193
Project Name: Hammond Drive Widening (from Boylston Dr. to Glenridge Dr.)
Parcel No.: 20
Tax ID#: 17-0070-0002-036-0

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs, Georgia, an option to acquire the following described real estate:

Fee Simple Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot **89** of the **17th** District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

\$45,000.00

For the sum of ~~\$34,700.00~~, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

1,074,500
418.87
1

Square Feet of Fee Simple Right of Way
Square Feet of Temporary Construction Easement
Temporary Driveway Easement(s)

- 3) All Temporary Easements shall terminate after Three (3) years from the commencement of the use of the Easement Area for construction of the S2-193 Project or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 28 day of June, 2024.

Signed, Sealed and Delivered in
the presence of:



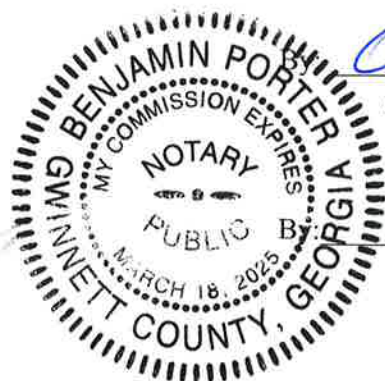
Witness



Oliver E. Dunatov (L.S.)



Notary Public



PRELIMINARY

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTRUCTION OF DRAINAGE
EASEMENT FOR CONSTRUCTION OF DRAINAGE

REQUIREMENT OF ACCESS
EXISTING LIMIT OF ACCESS
RECONSTRUCTED LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
RECONSTRUCTED LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ES&A ENV. SENSITIVE AREA

DATE REVISIONS
DATE REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP

PROJECT NO. 52193
COUNTY: FULTON
LAND LOT NO. 71, 70
LAND DISTRICT: 06
DATE: 06/04/2014

SCALE IN FEET
0 20 40 80

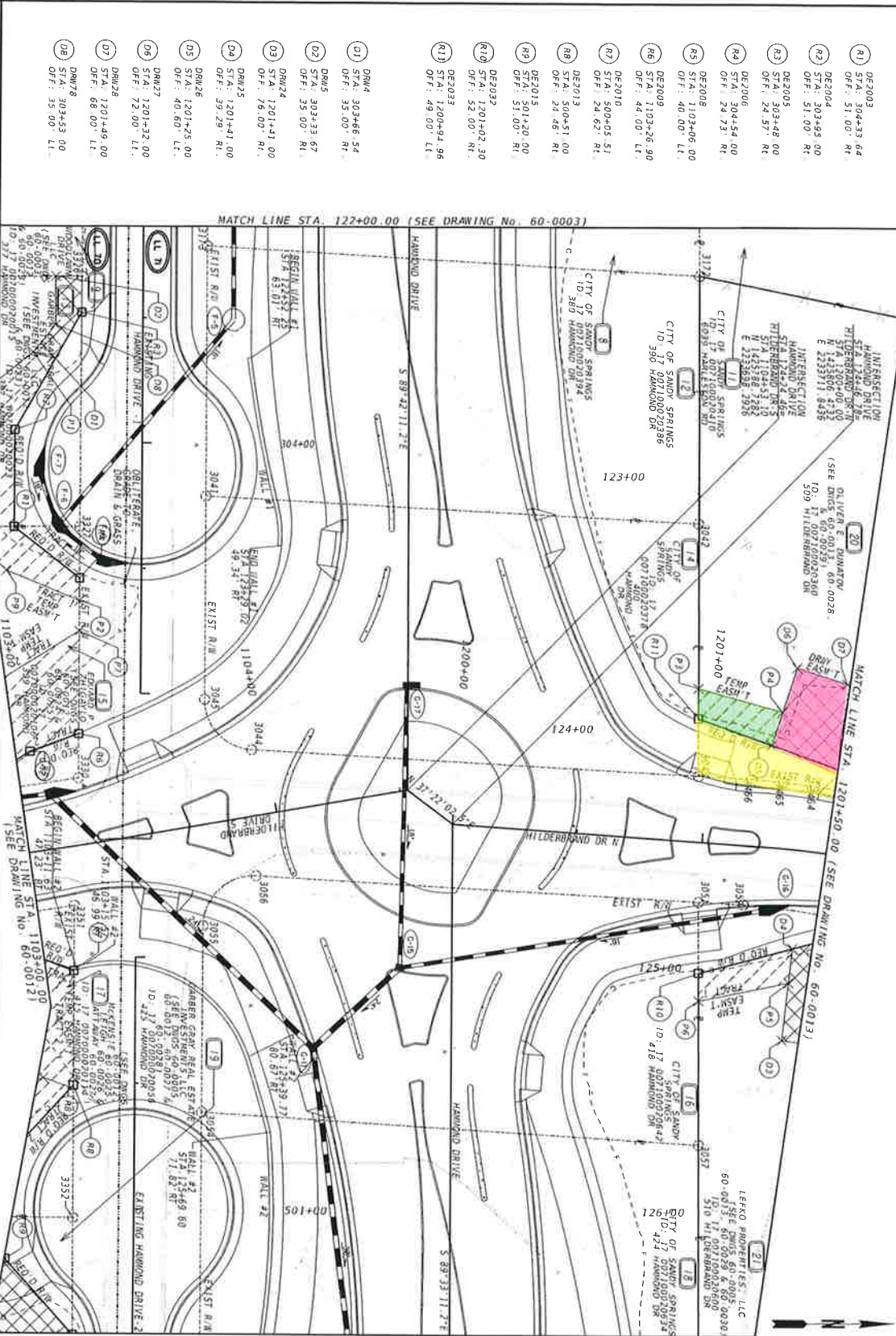
60-0004

DATE REVISIONS

DATE REVISIONS

DATE REVISIONS

DATE REVISIONS



- (R1) DE2003 STA: 304+33.64 OFF: 31.00' RT.
- (R2) DE2004 STA: 303+49.00 OFF: 31.00' RT.
- (R3) DE2005 STA: 303+48.00 OFF: 24.57' RT.
- (R4) DE2006 STA: 304+54.00 OFF: 24.73' RT.
- (R5) DE2008 STA: 103+26.90 OFF: 44.00' LT.
- (R6) DE2009 STA: 1103+26.90 OFF: 44.00' LT.
- (R7) DE2010 STA: 500+05.51 OFF: 24.62' RT.
- (R8) DE2013 STA: 500+51.00 OFF: 24.66' RT.
- (R9) DE2015 STA: 1201+20.00 OFF: 31.00' RT.
- (R10) DE2032 STA: 1201+02.30 OFF: 52.00' RT.
- (R11) DE2033 STA: 1200+94.96 OFF: 49.00' LT.
- (D1) DBM4 STA: 303+66.54 OFF: 35.00' RT.
- (D2) DBM5 STA: 303+33.67 OFF: 35.00' RT.
- (D3) DBM24 STA: 1201+41.00 OFF: 76.00' RT.
- (D4) DBM25 STA: 1201+41.00 OFF: 39.29' RT.
- (D5) DBM26 STA: 1201+25.00 OFF: 40.00' LT.
- (D6) DBM27 STA: 1201+32.00 OFF: 72.00' LT.
- (D7) DBM28 STA: 1201+49.00 OFF: 68.00' LT.
- (D8) DBM29 STA: 303+43.00 OFF: 35.00' LT.
- (P1) DE4005 STA: 303+64.00 OFF: 44.00' RT.
- (P2) DE4006 STA: 304+63.00 OFF: 24.72' RT.
- (P3) DE4017 STA: 1200+94.09 OFF: 61.00' LT.
- (P4) DE4018 STA: 1201+28.30 OFF: 54.00' LT.
- (P5) DE4024 STA: 1201+41.00 OFF: 53.00' RT.
- (P6) DE4025 STA: 1201+03.11 OFF: 63.00' RT.
- (P7) DE4009 STA: 304+75.00 OFF: 24.71' RT.
- (P8) DE4012 STA: 500+48.00 OFF: 36.57' RT.
- (P9) DE4007 STA: 304+51.00 OFF: 34.00' RT.

Page 11 of 449

PRELIMINARY

ID: 17 00700020056
GARBER GRAY REAL ESTATE INVESTMENTS, LLC
425 HAMMOND DR

19

ID: 007100020360
OLIVER E. DUNAYOV
509 HILDEBRAND DR

20

ID: 007100020360
OLIVER E. DUNAYOV
509 HILDEBRAND DR

20

SANDY SPRINGS

PARCEL 19
DRY EASMT

PARCEL 20
DE207
RECD R/W

PARCEL 20
DE412
TEMP EASMT

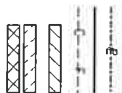
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2014	24.08 R	501+50.00	EXISTING HAMMOND DRIVE - 2
DE4016	6.92	500°29'11.8"W	EXISTING HAMMOND DRIVE - 2
DRW19	60.00 R	500°29'11.8"W	EXISTING HAMMOND DRIVE - 2
DRW19	91.00 R	501+50.00	EXISTING HAMMOND DRIVE - 2
DRW20	46.65	N89°30'48.2"W	EXISTING HAMMOND DRIVE - 2
DE4010	17.00 R	N00°37'28.5"E	EXISTING HAMMOND DRIVE - 2
DE2011	22.99 R	N00°37'28.5"E	EXISTING HAMMOND DRIVE - 2
DE2015	51.01 R	501+03.45	EXISTING HAMMOND DRIVE - 2
DE2015	16.35	589°32'15.1"E	EXISTING HAMMOND DRIVE - 2
DE2014	40.31 R	501+20.00	EXISTING HAMMOND DRIVE - 2
RECD EASMT	24.08 R	N48°34'43.5"E	EXISTING HAMMOND DRIVE - 2
RECD EASMT	= 2267.91	501+50.00	
RECD EASMT	= 0.052	SF	ACRES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3459	24.75 L	1201+01.38	HILDEBRAND DR-N
3460	2.16	517°57'22.2"W	HILDEBRAND DR-N
3461	24.81 L	1201+89.39	HILDEBRAND DR-N
3462	12.78	515°54'06.0"W	HILDEBRAND DR-N
3463	12.78	1201+77.59	HILDEBRAND DR-N
3464	25.22 L	513°51'51.9"W	HILDEBRAND DR-N
3465	12.78	1201+65.80	HILDEBRAND DR-N
3466	25.50 L	511°49'40.5"W	HILDEBRAND DR-N
3467	12.78	1201+54.02	HILDEBRAND DR-N
3468	25.83 L	509°47'27.9"W	HILDEBRAND DR-N
3469	12.78	1201+42.25	HILDEBRAND DR-N
3470	26.21 L	507°45'14.6"W	HILDEBRAND DR-N
3471	12.78	1201+30.50	HILDEBRAND DR-N
3472	26.49 L	505°42'46.2"W	HILDEBRAND DR-N
3473	21.37	1201+17.99	HILDEBRAND DR-N
3474	26.17 L	503°31'11.3"W	HILDEBRAND DR-N
3475	22.89	1200+96.63	HILDEBRAND DR-N
3476	49.00 L	N89°47'30.4"W	HILDEBRAND DR-N
3477	31.19	1200+94.96	HILDEBRAND DR-N
3478	40.60 L	N19°59'29.0"E	HILDEBRAND DR-N
3479	73.60	1201+25.00	HILDEBRAND DR-N
3480	28.00 L	N19°59'29.0"E	HILDEBRAND DR-N
3481	3.39	1201+90.51	HILDEBRAND DR-N
3482	24.75 L	589°49'25.6"E	HILDEBRAND DR-N
3483	24.75 L	1201+91.38	HILDEBRAND DR-N

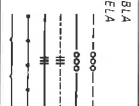
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DRW26	40.60 L	1201+25.00	HILDEBRAND DR-N
DE2033	31.19	519°59'29.0"W	HILDEBRAND DR-N
DE4017	49.00 L	1200+94.96	HILDEBRAND DR-N
DE4018	12.03	N89°47'34.4"W	HILDEBRAND DR-N
DRW26	61.00 L	1200+94.09	HILDEBRAND DR-N
DE4018	35.07	N15°53'00.5"E	HILDEBRAND DR-N
DRW26	54.00 L	1201+28.30	HILDEBRAND DR-N
DRW26	13.84	571°09'24.1"E	HILDEBRAND DR-N
RECD EASMT	40.60 L	1201+25.00	HILDEBRAND DR-N
RECD EASMT	= 418.87	SF	ACRES
RECD EASMT	= 0.010	ACRES	

RECD R/W = 1074.50 SF
RECD R/W = 0.025 ACRES
REMAINDER = 571° 0.42 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS
RECD LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
RECD LIMIT OF ACCESS & R/W
ORANGE BARBER FENCE
ES4 - ENV SENSITIVE AREA



DATE

DATE

CITY OF SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 57193
COUNTY: FULTON
LAND LOT NO: 06
GRID DISTRICT: 06
DATE: 5/18/2011
60-0028

ID: 17 007100020600
LEFKO PROPERTIES, LLC
510 HILDERBRAND DR

PARCEL 21 TRACT 1
DE413
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE0232	52.00 R 38.97 39.29 R	1201+02.30 N14°15'33.9"W 1201+41.00	HILDEBRAND DR-N
DEW25	13.71 53.00 R	583+02°29.4"E 1201+41.00	HILDEBRAND DR-N
DE4024	36.80 63.00 R	510°59'22.7"E 1201+09°11.1	HILDEBRAND DR-N
DE4025	71.03 52.00 R	N89°51°55.5"W 1201+02.30	HILDEBRAND DR-N
DE0232	448.21	SF	
REOD EASMT	= 0.010	ACRES	

60-0029

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 509 HILDERBRAND DRIVE, (TAX ID# 17-0070-0002-036-0), LAND LOT 70 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2-193 Hammond Drive Widening Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,074.50 square feet of Fee Simple Right of Way and 418.87 square feet of Temporary Construction Easement (“Property”), located at 509 Hilderbrand Drive (Tax Id# 17-0070-0002-036-0), in Land Lot 70 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Oliver E. Dunatov (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$45,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$45,000.00; and

WHEREAS, the City desires to purchase the Property and to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$45,000.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: July 15, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 581 Hammond Drive in Land Lot 70 of the 17th District, City of Sandy Springs (Tax ID #17-0070-0001-012-3); S2-193 Hammond Drive Widening Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 70 of the 17th District, Fulton County, Georgia. The property is owned by Chong S. Yu and is located at 581 Hammond Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 1,045.99 square feet of Fee Simple Right of Way and 1,751.24 square feet of Temporary Construction Easement on the subject property is necessary to construct the S2-193 Hammond Drive Widening Project.

Discussion:

City Staff and the property owner have come to an amicable settlement agreement in the amount of \$45,000.00, which is \$6,400.00 above the estimated Fair Market Value of \$38,600.00 indicated in the City's appraisal. This agreement was reached as a result of negotiations based on the City's adjusted range of values contained in the City's appraisal and also taking into consideration the significant impact of the project on the subject parcel. Therefore, Staff believes this settlement to be reasonable and recommends Council's acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available for this acquisition in S2-193 Project's budget.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works

Created/Initiated - 7/25/2024
Approved - 7/25/2024

Chris Owens, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 7/30/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

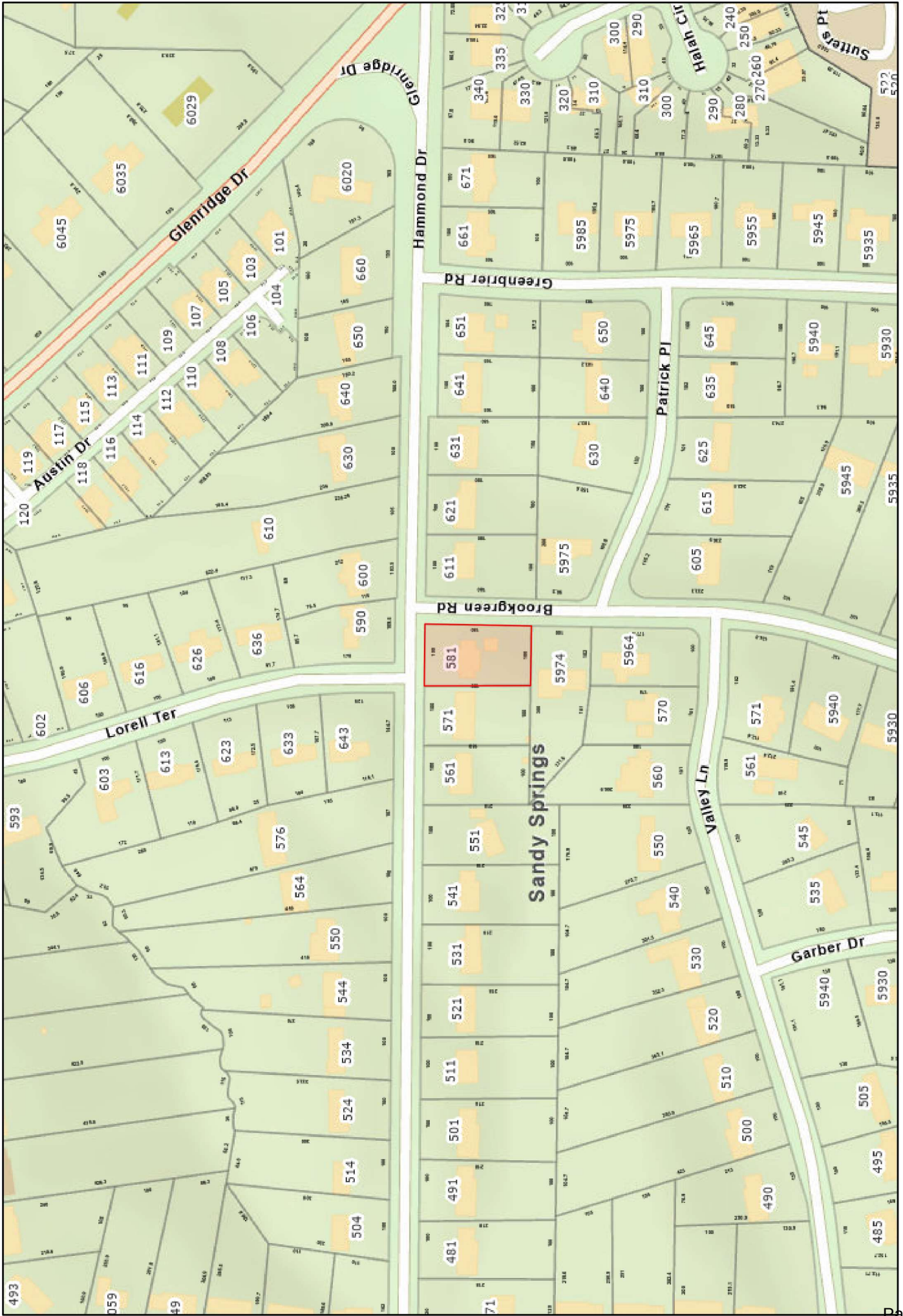
Attachments:

1. Aerial Map
2. GIS Map
3. Executed Agreement. 581 HD. Yu
4. Resolution. Agreement to Purchase



Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.

Page 17 of 449



581 Hammond Drive/ Yu

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use of these data, and if Fulton County is advised of the possibility of such losses.



Date: 7/23/2024
 Map Size: 8.5x11 (LETTER)

**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY
CONSTRUCTION EASEMENT**

May 28, 2024

Mr. Chong Yu
581 Hammond Drive
Sandy Springs, GA 30328

RE: Project No.: S2-193
Project Name: Hammond Drive Widening (from Boylston Dr. to Glenridge Dr.)
Parcel No.: 48
Tax ID#: 17-0070-0001-012-3

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs, Georgia, an option to acquire the following described real estate:

Fee Simple Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot **70** of the **17th** District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

\$45,000.00

For the sum of ~~\$38,600.00~~, the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

<u>1,045.990</u>	Square Feet of Fee Simple Right of Way
<u>1,751.24</u>	Square Feet of Temporary Construction Easement
<u>1</u>	Temporary Driveway Easement(s)

- 3) All Temporary Easements shall terminate after Three (3) years from the commencement of the use of the Easement Area for construction of the S2-193 Project or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 3rd day of July, 2024.

Signed, Sealed and Delivered in
the presence of:

[Signature]
Witness

By: [Signature] (L.S.)
CHONG S. YU

By: N/A (L.S.)

[Signature]
Notary Public

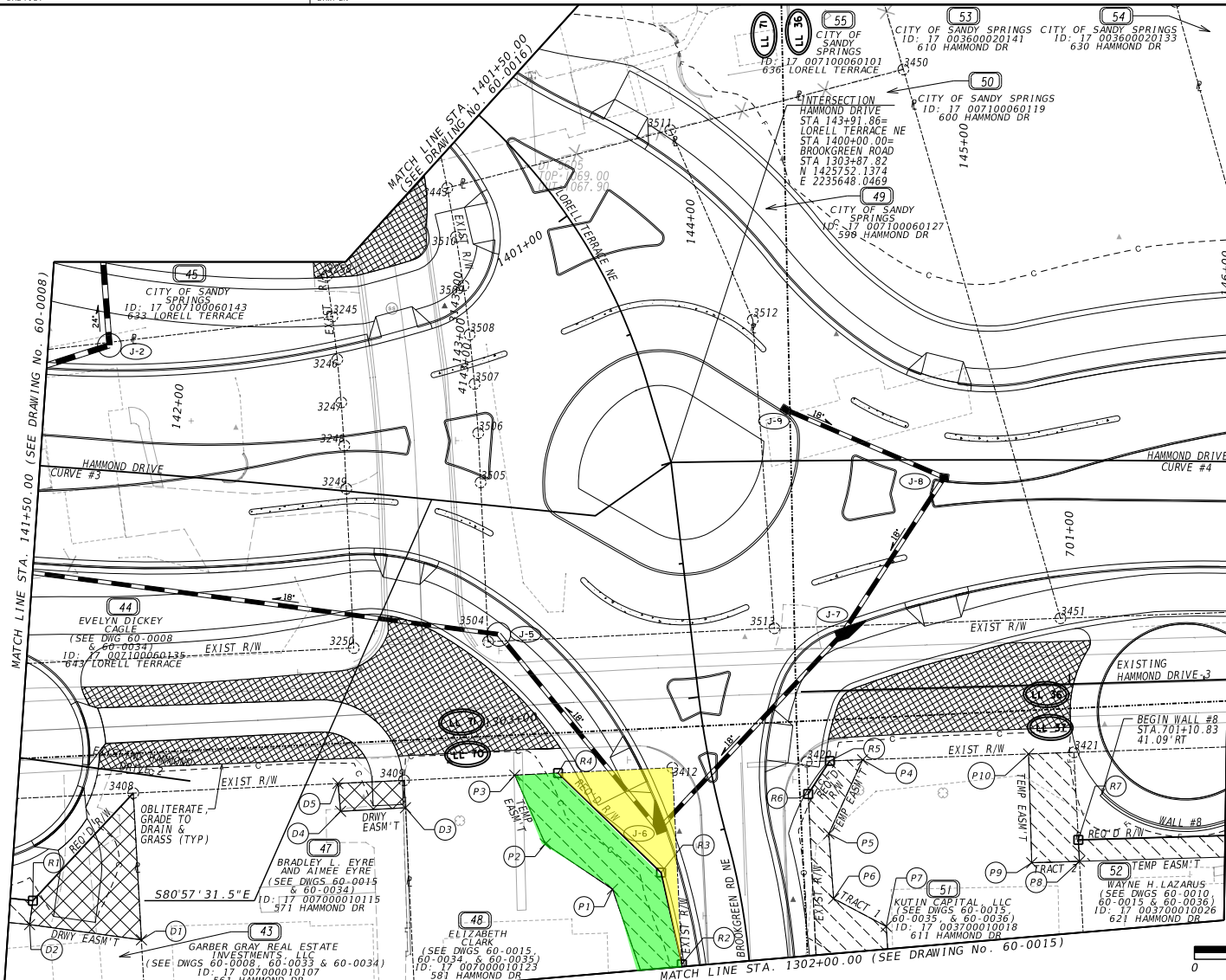


PRELIMINARY

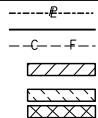
- DRW47
D1 STA: 516+89.94
OFF: 61.00' Rt.
- DRW48
D2 STA: 516+48.00
OFF: 61.00' Rt.
- DRW49
D3 STA: 142+97.85
OFF: 115.00' Rt.
- DRW50
D4 STA: 142+74.00
OFF: 118.69' Rt.
- DRW51
D5 STA: 142+72.00
OFF: 108.47' Rt.

- DE4039
P1 STA: 1302+38.00
OFF: 46.00' Lt.
- DE4040
P2 STA: 1302+60.00
OFF: 66.00' Lt.
- DE4041
P3 STA: 1302+83.13
OFF: 72.00' Lt.
- DE4042
P4 STA: 1302+63.69
OFF: 56.00' Rt.
- DE4043
P5 STA: 1302+39.00
OFF: 37.00' Rt.
- DE4044
P6 STA: 1302+18.00
OFF: 34.00' Rt.
- DE4045
P7 STA: 1302+07.00
OFF: 52.00' Rt.
- DE4049
P8 STA: 701+01.73
OFF: 66.00' Rt.
- DE4050
P9 STA: 700+84.00
OFF: 66.00' Rt.
- DE4051
P10 STA: 700+84.00
OFF: 25.55' Rt.

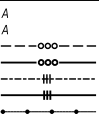
- DE2016
R1 STA: 516+48.00
OFF: 52.00' Rt.
- DE2018
R2 STA: 1302+01.00
OFF: 25.07' Lt.
- DE2019
R3 STA: 1302+40.00
OFF: 27.00' Lt.
- DE2020
R4 STA: 1302+81.37
OFF: 44.00' Lt.
- DE2021
R5 STA: 1302+66.28
OFF: 44.00' Rt.
- DE2022
R6 STA: 1302+55.00
OFF: 33.37' Rt.
- DE2024
R7 STA: 701+01.55
OFF: 58.00' Rt.



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

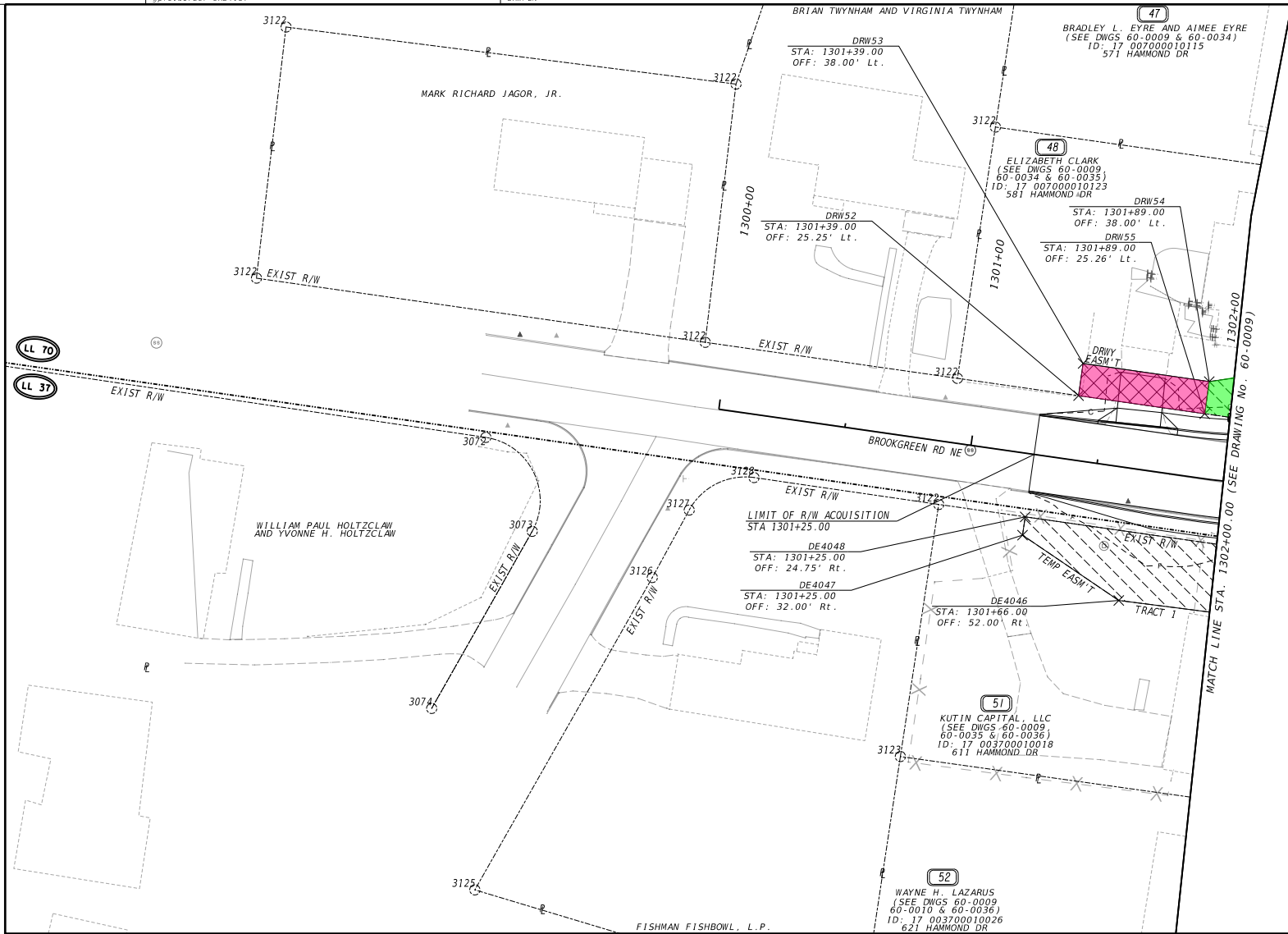


DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: S2193
COUNTY: FULTON
LAND LOT NO: 71, 70, 36, 37
LAND DISTRICT: 06
GMD
DATE SH
Page 20 of 449

PRELIMINARY



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS	---
END LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: S2193	DRAWING No.
COUNTY: FULTON	60-0015
LAND LOT NO: 37, 70	
LAND DISTRICT: 06	
GMD	
DATE	

43

ID: 17 007000010107
GARBER GRAY REAL ESTATE INVESTMENTS, LLC
561 HAMMOND DR

PARCEL 43
DE417
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2017	52.00 R	515+82.46	EXISTING HAMMOND DRIVE - 2
	60.38	S80°28'58.8"E	
DE2016	52.00 R	516+48.00	EXISTING HAMMOND DRIVE - 2
	9.00	S11°07'18.9"W	
DRW48	61.00 R	516+48.00	EXISTING HAMMOND DRIVE - 2
	30.26	N80°49'13.1"W	
DE4038	62.00 R	516+17.00	EXISTING HAMMOND DRIVE - 2
	28.85	N76°02'20.0"W	
DRW44	59.00 R	515+83.19	EXISTING HAMMOND DRIVE - 2
	7.03	N00°24'19.9"E	
DE2017	52.00 R	515+82.46	EXISTING HAMMOND DRIVE - 2
REQD EASMT	= 511.61	SF	
REQD EASMT	= 0.012	ACRES	

43

ID: 17 007000010107
GARBER GRAY REAL ESTATE INVESTMENTS, LLC
561 HAMMOND DR

PARCEL 43
DRWY 14
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3408	7.33 R	516+79.57	EXISTING HAMMOND DRIVE - 2
	54.66	S00°10'37.8"W	
DRW47	61.00 R	516+89.94	EXISTING HAMMOND DRIVE - 2
	41.94	N78°52'41.1"W	
DRW48	61.00 R	516+48.00	EXISTING HAMMOND DRIVE - 2
	9.00	N11°07'18.9"E	
DE2016	52.00 R	516+48.00	EXISTING HAMMOND DRIVE - 2
	54.70	N46°22'10.3"E	
3408	7.33 R	516+79.57	EXISTING HAMMOND DRIVE - 2
REQD EASMT	= 1267.57	SF	
REQD EASMT	= 0.029	ACRES	

44

ID: 17 007100060135
EVELYN DICKEY CAGLE
643 LORELL TERRACE

PARCEL 44
DE222
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3250	57.80 R	142+72.87	HAMMOND DRIVE
	145.00	N89°20'55.6"W	
3243	32.70 L	516+10.96	EXISTING HAMMOND DRIVE - 2
	114.71	N11°24'37.9"W	
3244	32.67 L	140+90.76	HAMMOND DRIVE
	167.26	N86°45'46.2"E	
3245	64.13 L	142+53.09	HAMMOND DRIVE
	16.07	S03°10'05.4"E	
3246	48.41 L	142+56.37	HAMMOND DRIVE
	16.07	S01°52'59.3"E	
3247	32.62 L	142+59.33	HAMMOND DRIVE
	16.07	S00°35'43.8"E	
3248	16.77 L	142+61.95	HAMMOND DRIVE
	16.07	S00°41'17.7"W	
3249	0.87 L	142+64.24	HAMMOND DRIVE
	59.30	S00°40'34.9"W	
3250	57.80 R	142+72.87	HAMMOND DRIVE
REQD R/W	= 18542.81	SF	
REQD R/W	= 0.426	ACRES	
REMAINDER	= +/- 0.00	ACRES	

47

ID: 17 007000010115
BRADLEY L. EYRE AND AIMEE EYRE
571 HAMMOND DR

PARCEL 47
DRWY 15
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DRW51	108.47 R	142+72.00	HAMMOND DRIVE
	24.59	S89°19'44.9"E	
3409	104.89 R	142+96.34	HAMMOND DRIVE
	10.22	S00°32'47.5"W	
DRW49	115.00 R	142+97.85	HAMMOND DRIVE
	24.13	N89°45'34.3"W	
DRW50	118.69 R	142+74.00	HAMMOND DRIVE
	10.41	N01°58'25.3"W	
DRW51	108.47 R	142+72.00	HAMMOND DRIVE
REQD EASMT	= 251.19	SF	
REQD EASMT	= 0.006	ACRES	

48

ID: 17 007000010123
ELIZABETH CLARK
581 HAMMOND DR

PARCEL 48
DE212
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2020	56.00 L	1302+81.37	BROOKGREEN RD NE
	42.55	S89°19'23.6"E	
3412	13.85 L	1302+76.04	BROOKGREEN RD NE
	73.15	S00°37'06.6"W	
DE2018	25.07 L	1302+01.00	BROOKGREEN RD NE
	34.96	N09°22'46.3"W	
DE2019	27.00 L	1302+40.00	BROOKGREEN RD NE
	53.23	N42°38'35.1"W	
DE2020	56.00 L	1302+81.37	BROOKGREEN RD NE

REQD R/W = 1045.99 SF
REQD R/W = 0.024 ACRES
REMAINDER = +/- 0.39 ACRES

PRELIMINARY

PROPERTY AND EXISTING R/W LINE	-----E-----
REQUIRED R/W LINE	-----C-----F-----
CONSTRUCTION LIMITS	-----C-----F-----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	XXXXXX
EASEMENT FOR CONSTR OF SLOPES	XXXXXX
EASEMENT FOR CONSTR OF DRIVES	XXXXXX

BEGIN LIMIT OF ACCESS.....BLA	-----C-----
END LIMIT OF ACCESS.....ELA	-----C-----
EXISTING LIMIT OF ACCESS	-----C-----
REQ'D LIMIT OF ACCESS	-----C-----
EXISTING LIMIT OF ACCESS & R/W	-----C-----
REQ'D LIMIT OF ACCESS & R/W	-----C-----
ORANGE BARRIER FENCE	-----C-----
ESA - ENV. SENSITIVE AREA	-----C-----

DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
PROJECT NO: 52193 COUNTY: FULTON LAND LOT NO: LAND DISTRICT: 06 GMD DATE
DRAWING No. Page 22 of 440

48

ID: 17 007000010123
ELIZABETH CLARK
581 HAMMOND DR

PARCEL 48
DE418
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE4041	72.00 L	1302+83.13 S89°19'25.6"E	BROOKGREEN RD NE
DE2020	56.00 L	1302+81.37 S42°38'35.1"E	BROOKGREEN RD NE
DE2019	27.00 L	1302+40.00 S09°22'46.3"E	BROOKGREEN RD NE
DE2018	25.07 L	1302+01.00 S00°37'06.1"W	BROOKGREEN RD NE
DRW55	25.26 L	1301+89.00 N89°22'03.8"W	BROOKGREEN RD NE
DRW54	38.00 L	1301+89.00 N15°35'54.9"W	BROOKGREEN RD NE
DE4039	46.00 L	1302+38.00 N52°37'44.2"W	BROOKGREEN RD NE
DE4040	66.00 L	1302+60.00 N20°38'08.8"W	BROOKGREEN RD NE
DE4041	72.00 L	1302+83.13	BROOKGREEN RD NE
REQD EASMT = 1751.24 SF			
REQD EASMT = 0.040 ACRES			

48

ID: 17 007000010123
ELIZABETH CLARK
581 HAMMOND DR

PARCEL 48
DRWY 16
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DRW55	25.26 L	1301+89.00 S00°37'06.1"W	BROOKGREEN RD NE
DRW52	25.25 L	1301+39.00 N89°22'03.8"W	BROOKGREEN RD NE
DRW53	38.00 L	1301+39.00 N00°37'56.2"E	BROOKGREEN RD NE
DRW54	38.00 L	1301+89.00 S89°22'03.8"E	BROOKGREEN RD NE
DRW55	25.26 L	1301+89.00	BROOKGREEN RD NE
REQD EASMT = 637.22 SF			
REQD EASMT = 0.015 ACRES			

51

ID: 17 003700010018
KUTIN CAPITAL, LLC
611 HAMMOND DR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3420	35.54 R	1302+67.99 S88°38'43.5"E	BROOKGREEN RD NE
DE2021	44.00 R	1302+66.28 S36°27'52.6"W	BROOKGREEN RD NE
DE2022	33.37 R	1302+55.00 N00°37'06.4"E	BROOKGREEN RD NE
3420	35.54 R	1302+67.99	BROOKGREEN RD NE
REQD R/W = 51.62 SF			
REQD R/W = 0.001 ACRES			
REMAINDER = +/- 0.42 ACRES			

51

ID: 17 003700010018
KUTIN CAPITAL, LLC
611 HAMMOND DR

PARCEL 51 TRACT 1
DE419
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2021	44.00 R	1302+66.28 S88°38'42.4"E	BROOKGREEN RD NE
DE4042	56.00 R	1302+63.69 S27°57'53.6"W	BROOKGREEN RD NE
DE4043	37.00 R	1302+39.00 S00°55'48.8"E	BROOKGREEN RD NE
DE4044	34.00 R	1302+18.00 S58°46'26.4"E	BROOKGREEN RD NE
DE4045	52.00 R	1302+07.00 S00°12'25.5"E	BROOKGREEN RD NE
DE4046	52.00 R	1301+66.00 S26°38'08.2"W	BROOKGREEN RD NE
DE4047	32.00 R	1301+25.00 N89°22'03.8"W	BROOKGREEN RD NE
DE4048	24.75 R	1301+25.00 N00°37'06.1"E	BROOKGREEN RD NE
DE2022	33.37 R	1302+55.00 N36°27'52.6"E	BROOKGREEN RD NE
DE2021	44.00 R	1302+66.28	BROOKGREEN RD NE
REQD EASMT = 2594.01 SF			
REQD EASMT = 0.060 ACRES			

PRELIMINARY

PROPERTY AND EXISTING R/W LINE	-----E-----
REQUIRED R/W LINE	-----C-----F-----
CONSTRUCTION LIMITS	=====
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	=====
EASEMENT FOR CONSTR OF SLOPES	=====
EASEMENT FOR CONSTR OF DRIVES	=====

BEGIN LIMIT OF ACCESS.....BLA	-----
END LIMIT OF ACCESS.....ELA	-----
EXISTING LIMIT OF ACCESS	-----
REQ'D LIMIT OF ACCESS	-----
EXISTING LIMIT OF ACCESS & R/W	-----
REQ'D LIMIT OF ACCESS & R/W	-----
ORANGE BARRIER FENCE	-----
ESA - ENV. SENSITIVE AREA	-----

DATE	REVISIONS

DATE	REVISIONS

CITY OF SANDY SPRINGS	
DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: S2193	
COUNTY: FULTON	
LAND LOT NO:	
LAND DISTRICT: 06	
GMD	
DATE	
SH	
DRAWING No.	
60-0035	

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 581 HAMMOND DRIVE, (TAX ID# 17-0070-0001-012-3), LAND LOT 70 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2-193 Hammond Drive Widening Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 1,045.99 square feet of Fee Simple Right of Way and 1,751.24 square feet of Temporary Construction Easement (“Property”), located at 581 Hammond Drive (Tax Id# 17-0070-0001-012-3), in Land Lot 70 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Chong S. Yu (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$45,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$45,000.00; and

WHEREAS, the City desires to purchase the Property and to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$45,000.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: July 15, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on Property Located at 611 Hammond Drive in Land Lot 70 of the 17th District, City of Sandy Springs (Tax ID #17-0070-0001-001-8); S2-193 Hammond Drive Widening Project

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 70 of the 17th District, Fulton County, Georgia. The property is owned by Reborn Homes, LLC and is located at 611 Hammond Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 51.62 square feet of Fee Simple Right of Way and 3,293.93 square feet of Temporary Construction Easement on the subject property is necessary to construct the S2-193 Hammond Drive Widening Project.

Discussion:

City Staff and the property owner have come to an amicable settlement agreement in the amount of \$39,000.00, which is \$6,500.00 above the estimated Fair Market Value of \$32,500.00 indicated in the City's appraisal. This agreement was reached as a result of negotiations based on the City's adjusted range of values contained in the City's appraisal and also taking into consideration the significant impact of the project on the subject parcel. Therefore, Staff believes this settlement to be reasonable and recommends Council's acceptance and approval of the agreement.

Financial Impact:

Sufficient funds are available for this acquisition in S2-193 Project's budget.

Alternatives:

The acquisition reflects the minimum amount of property rights required to deliver the desired project. The City can decline to execute the ROW Agreement and not execute the project as designed.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works

Created/Initiated - 7/25/2024
Approved - 7/25/2024

Chris Owens, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 7/30/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

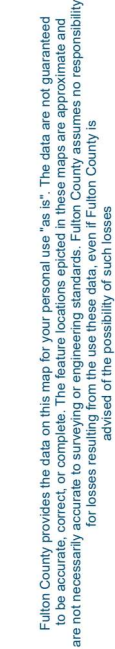
Attachments:

1. Aerial Map
2. GIS Map
3. S2-193 Hammond Drive Signed Option-Agreement_P51
4. Resolution. Agreement to Purchase



Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.

Page 27 of 449



**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY
CONSTRUCTION EASEMENT**

May 30, 2024

Reborn Homes, LLC
611 Hammond Drive
Sandy Springs, GA 30328

RE: Project No.: S2-193
Project Name: Hammond Drive Widening (from Boylston Dr. to Glenridge Dr.)
Parcel No.: 51
Tax ID#: 17-0070-0001-001-8

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs, Georgia, an option to acquire the following described real estate:

Fee Simple Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 37 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of ~~\$32,500.00~~ ^{\$39,000.00} the undersigned agrees to execute and deliver to the City of Sandy Springs, Georgia, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

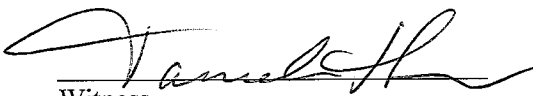
<u>51.620</u>	Square Feet of Fee Simple Right of Way
<u>3,293.93</u>	Square Feet of Temporary Construction Easement
<u>0</u>	Driveway Easement(s)

- 3) All Temporary Easements shall terminate after Three (3) years from the commencement of the use of the Easement Area for construction of the S2-193 Project or upon the completion and final acceptance of the Project, whichever date shall first occur.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "C", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 9th day of July, 2024.

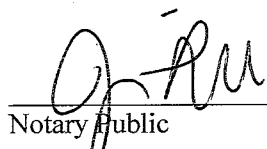
Signed, Sealed and Delivered in
the presence of:

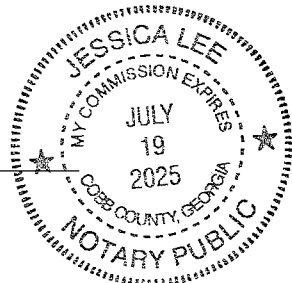
Reborn Homes, LLC


Witness

By: Reborn Homes LLC member Mauricio Castro (L.S.)
Name: Mauricio Castro

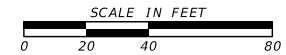
Title: Member


Notary Public



Attest: Reborn Homes LLC Cynthia Gomez-Silva
Name: Cynthia Gomez-Silva Member
Title: Member

CITY OF SANDY SPRINGS	
DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
PROJECT NO: S2193	
COUNTY: FULTON	
LAND LOT NO: 71, 70, 36, 37	
LAND DISTRICT: 06	
GMD	DRAWING No.
DATE	60-0000



CITY OF SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 52193
COUNTY: FULTON
LAND LOT NO: 37, 70
LAND DISTRICT: 06
GMD
DATE SH Page 3 of 4

DRAWING No. 60-00149

48

ID: 17 007000010123
ELIZABETH CLARK
581 HAMMOND DR

PARCEL 48
DE418
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE4041	72.00 L	1302+83.13 S89°19'25.6"E	BROOKGREEN RD NE
DE2020	56.00 L	1302+81.37 S42°38'35.1"E	BROOKGREEN RD NE
DE2019	27.00 L	1302+40.00 S09°22'46.3"E	BROOKGREEN RD NE
DE2018	25.07 L	1302+01.00 S00°37'06.1"W	BROOKGREEN RD NE
DRW55	25.26 L	1301+89.00 N89°22'03.8"W	BROOKGREEN RD NE
DRW54	38.00 L	1301+89.00 N15°35'54.9"W	BROOKGREEN RD NE
DE4039	46.00 L	1302+38.00 N52°37'44.2"W	BROOKGREEN RD NE
DE4040	66.00 L	1302+60.00 N20°38'08.8"W	BROOKGREEN RD NE
DE4041	72.00 L	1302+83.13	BROOKGREEN RD NE
REQD EASMT	= 1751.24 SF		
REQD EASMT	= 0.040 ACRES		

48

ID: 17 007000010123
ELIZABETH CLARK
581 HAMMOND DR

PARCEL 48
DRWY 16
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DRW55	25.26 L	1301+89.00 S00°37'06.1"W	BROOKGREEN RD NE
DRW52	25.25 L	1301+39.00 N89°22'03.8"W	BROOKGREEN RD NE
DRW53	38.00 L	1301+39.00 N00°37'56.2"E	BROOKGREEN RD NE
DRW54	38.00 L	1301+89.00 S89°22'03.8"E	BROOKGREEN RD NE
DRW55	25.26 L	1301+89.00	BROOKGREEN RD NE
REQD EASMT	= 637.22 SF		
REQD EASMT	= 0.015 ACRES		

51

ID: 17 003700010018
KUTIN CAPITAL, LLC
611 HAMMOND DR

PARCEL 51
DE213
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3420	35.54 R	1302+67.99 S88°38'43.5"E	BROOKGREEN RD NE
DE2021	44.00 R	1302+66.28 S36°27'52.6"W	BROOKGREEN RD NE
DE2022	33.37 R	1302+55.00 N00°37'06.4"E	BROOKGREEN RD NE
3420	35.54 R	1302+67.99	BROOKGREEN RD NE
REQD R/W	= 51.62 SF		
REQD R/W	= 0.001 ACRES		
REMAINDER	= +/- 0.42 ACRES		

51

ID: 17 003700010018
KUTIN CAPITAL, LLC
611 HAMMOND DR

PARCEL 51 TRACT 1
DE419
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2021	44.00 R	1302+66.28 S88°38'42.4"E	BROOKGREEN RD NE
DE4042	56.00 R	1302+63.69 S27°57'53.6"W	BROOKGREEN RD NE
DE4043	37.00 R	1302+39.00 S00°55'48.8"E	BROOKGREEN RD NE
DE4044	34.00 R	1302+18.00 S58°46'26.4"E	BROOKGREEN RD NE
DE4045	52.00 R	1302+07.00 S00°12'25.5"E	BROOKGREEN RD NE
DE4046	52.00 R	1301+66.00 S26°38'08.2"W	BROOKGREEN RD NE
DE4047	32.00 R	1301+25.00 N89°22'03.8"W	BROOKGREEN RD NE
DE4048	24.75 R	1301+25.00 N00°37'06.1"E	BROOKGREEN RD NE
DE2022	33.37 R	1302+55.00 N36°27'52.6"E	BROOKGREEN RD NE
DE2021	44.00 R	1302+66.28	BROOKGREEN RD NE
REQD EASMT	= 2594.01 SF		
REQD EASMT	= 0.060 ACRES		

PRELIMINARY

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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[Hatched Box]
[Cross-hatched Box]

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

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DATE REVISIONS

DATE REVISIONS

CITY OF SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: S2193
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT: 06
GMD
DATE

DRAWING No.

51

ID: 17 003700010018
KUTIN CAPITAL, LLC
611 HAMMOND DR

PARCEL 51 TRACT 2
DE420
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE4051	25.55 R	700+84.00	EXISTING HAMMOND DRIVE - 3
	16.83	S88°38'46.9"E	
3421	25.46 R	701+00.83	EXISTING HAMMOND DRIVE - 3
	32.56	S00°25'58.3"W	
DE2024	58.00 R	701+01.55	EXISTING HAMMOND DRIVE - 3
	8.00	S00°26'00.2"W	
DE4049	66.00 R	701+01.73	EXISTING HAMMOND DRIVE - 3
	17.73	N88°17'51.4"W	
DE4050	66.00 R	700+84.00	EXISTING HAMMOND DRIVE - 3
	40.45	N01°42'08.6"E	
DE4051	25.55 R	700+84.00	EXISTING HAMMOND DRIVE - 3
REQD EASMT	= 699.92	SF	
REQD EASMT	= 0.016	ACRES	

PARCEL 51
TEMP EASM'T TRACT 1 = 0.060 ACRES
TEMP EASM'T TRACT 2 = 0.016 ACRES
TOTAL TEMP EASM'T = 0.76 ACRES

52

ID: 17 003700010026
WAYNE H. LAZARUS
621 HAMMOND DR

PARCEL 52
DE214
REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3421	25.44 R	701+00.83	EXISTING HAMMOND DRIVE - 3
	99.99	S88°38'40.9"E	
3422	24.84 R	702+00.82	EXISTING HAMMOND DRIVE - 3
	52.59	S52°36'39.7"W	
DE2023	58.00 R	701+60.00	EXISTING HAMMOND DRIVE - 3
	58.45	N88°17'51.4"W	
DE2024	58.00 R	701+01.55	EXISTING HAMMOND DRIVE - 3
	32.56	N00°25'58.3"E	
3421	25.44 R	701+00.83	EXISTING HAMMOND DRIVE - 3
REQD R/W	= 2596.96	SF	
REQD R/W	= 0.060	ACRES	
REMAINDER	= +/- 0.36	ACRES	

52

ID: 17 003700010026
WAYNE H. LAZARUS
621 HAMMOND DR

PARCEL 52
DRWY 17
DRWY EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3422	24.84 R	702+00.82	EXISTING HAMMOND DRIVE - 3
	41.17	S00°25'55.2"W	
DRW59	66.00 R	702+01.73	EXISTING HAMMOND DRIVE - 3
	41.73	N88°17'51.4"W	
DRW60	66.00 R	701+60.00	EXISTING HAMMOND DRIVE - 3
	8.00	N01°42'08.6"E	
DE2023	58.00 R	701+60.00	EXISTING HAMMOND DRIVE - 3
	52.59	N52°36'39.7"E	
3422	24.84 R	702+00.82	EXISTING HAMMOND DRIVE - 3
REQD EASMT	= 1022.13	SF	
REQD EASMT	= 0.023	ACRES	

52

ID: 17 003700010026
WAYNE H. LAZARUS
621 HAMMOND DR

PARCEL 52
DE421
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE2024	58.00 R	701+01.55	EXISTING HAMMOND DRIVE - 3
	58.45	S88°17'51.4"E	
DE2023	58.00 R	701+60.00	EXISTING HAMMOND DRIVE - 3
	8.00	S01°42'08.6"W	
DRW60	66.00 R	701+60.00	EXISTING HAMMOND DRIVE - 3
	58.27	N88°17'51.4"W	
DE4049	66.00 R	701+01.73	EXISTING HAMMOND DRIVE - 3
	8.00	N00°26'00.2"E	
DE2024	58.00 R	701+01.55	EXISTING HAMMOND DRIVE - 3
REQD EASMT	= 466.88	SF	
REQD EASMT	= 0.011	ACRES	

57

ID: 17 003700010042
PAVANI TALLURI
641 HAMMOND DR

PARCEL 57
DE422
TEMP EASM'T

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
3424	24.45 R	703+00.89	EXISTING HAMMOND DRIVE - 3
	69.23	S88°44'50.5"E	
DRW63	20.42 R	703+72.00	EXISTING HAMMOND DRIVE - 3
	12.58	S06°53'41.9"W	
DE4061	33.00 R	703+72.00	EXISTING HAMMOND DRIVE - 3
	68.53	N81°13'21.7"W	
DE4052	28.00 R	703+00.98	EXISTING HAMMOND DRIVE - 3
	3.55	N00°26'09.9"E	
3424	24.45 R	703+00.89	EXISTING HAMMOND DRIVE - 3
REQD EASMT	= 553.72	SF	
REQD EASMT	= 0.013	ACRES	

PRELIMINARY

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

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DATE REVISIONS

DATE REVISIONS

CITY OF SANDY SPRINGS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: S2193
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT: 06
GMD
DATE

DRAWING No.

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY
AND TEMPORARY CONSTRUCTION EASEMENT ON THAT CERTAIN TRACT OF LAND
LOCATED AT 611 HAMMOND DRIVE, (TAX ID# 17-0070-0001-001-8), LAND LOT 70 OF THE
17TH DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, the City of Sandy Springs (“City”) is currently in the process of constructing the S2-193 Hammond Drive Widening Project (“Project”); and

WHEREAS, to facilitate construction of the Project, the City requires the acquisition of 51.62 square feet of Fee Simple Right of Way and 3,293.93 square feet of Temporary Construction Easement (“Property”), located at 611 Hammond Drive (Tax Id# 17-0070-0001-001-8), in Land Lot 70 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Chong S. Yu (“Owner”); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of \$39,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement (“Agreement”) for purchase of the Property in the amount of \$39,000.00; and

WHEREAS, the City desires to purchase the Property and to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA:

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of \$39,000.00;
2. That the attached Agreement is hereby approved;
3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and
4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. Gonzalez, City Clerk

(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Rusty Paul, Mayor

DATE: February 1, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Purple Heart Day - August 7, 2024

Recommendation:

Background:

Discussion:

Financial Impact:

Alternatives:

Review:

Raquel Gonzalez, City Clerk
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created -

Attachments:

None

TSPLOST Program Update

August 6, 2024

Mayor and City Council Meeting



SANDY SPRINGS™
GEORGIA

TSPLOST 2021



SANDY SPRINGS™
GEORGIA

TSPLOST 2021 Funding

- Fulton County Cities Outside Atlanta Funded by \$0.75 Sales Tax
- Collections from April 2022 until March 2027
- Fulton County TSPLOST 2021 Projected 100% Collections - \$545,954,720
- COSS TSPLOST II Updated Projected Collections - \$99,722,533
 - Tier I (85%) - \$84,764,153
 - Tier II (100%) - \$99,722,533
 - Tier III (115%) - \$114,680,913

TSPLOST 2021 Revenue and Expenditures

Month	Revenue Projections	Revenue Received	Percent of Projected Revenue Collected
2022 Total	\$13,930,613	\$17,979,823	129%
2023 Total	\$19,425,711	\$21,920,369	113%
January 2024	\$1,963,906	\$1,773,921	90%
February 2024	\$1,604,230	\$1,553,332	97%
March 2024	\$1,534,137	\$1,800,792	117%
April 2024	\$1,673,217	\$1,908,040	114%
May 2024	\$1,570,056	\$1,928,193	123%
June 2024			
July 2024			
August 2024			
September 2024			
October 2024			
November 2024			
December 2024			
2024 Total	\$8,345,546	\$8,964,278	107%
Program Total	\$41,701,870	\$48,864,470	117%

TSPLOST 2021 Projects Overview

Projects in Pre-Construction:

- S2101 - ITS Ring A
- S2102 - ITS Fire Station 3
- S2103 - Johnson Ferry Road at Peachtree Dunwoody Improvements
- S2104 - Boylston Drive Sidepath & Realignment
- S2105 - Roswell Road North End Boulevard Project
- S2122 - Glenridge Dr., Hammond to south of Wellington Trace
- S2123-1 - Roberts Drive Sidepath
- S2132 - Riverside Bridge at Chattahoochee Tributary
- S2161 - Windsor Parkway Sidewalk - Gap Fills
- S2164 - Evergreen Drive Sidewalk
- S2165 - Riverside Sidewalk (South of I-285 to Mt. Vernon Hwy.)
- S2172 - Glenridge Drive Sidewalk (Canopy Dr. to Glenridge Close Ct.) ON HOLD
- S2179 - Spalding Dr. (Nesbit Ferry to Spalding Lake Court)
- S2184 - Jett Ferry Road Spalding Drive Sidewalk
- S2185 - Lake Forrest Sidewalk (City Limit to Mt. Paran Road)
- S2186 - Mt. Paran Rd. and Powers Ferry Rd. (Rebel Trail to Carol Ln.)
- S2193 - Hammond Drive Widening

Total Project Value Under Construction: \$67,540,000

Projects under Construction (including active bid phase):

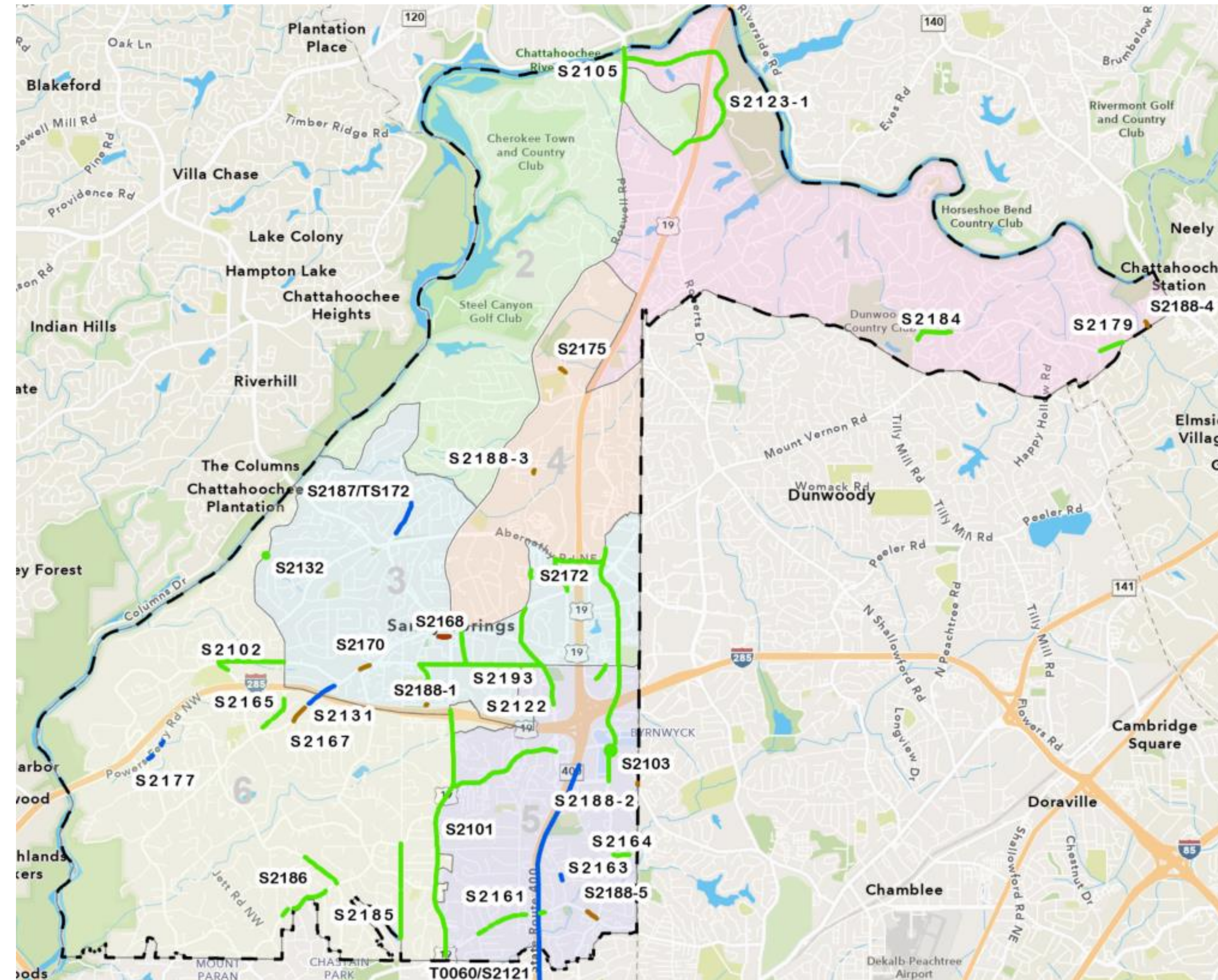
- S2131 - I-285 Bridge Enhancements
- S2163 - Northland Drive Sidewalk
- S2168 - Hilderbrand Drive Sidewalk
- S2177 - Powers Ferry Road (New Northside Dr. to 6201 Powers Ferry Rd.)
- S2187- Brandon Mill (Lost Forest Dr. to Brandon Ridge Dr.) (Construction)
- T0060/S2121 - SR 400 Multi-Use Trail

Total Project Value Under Construction: \$10,900,000

Projects Completed:

- S2167 - Mt. Vernon Hwy. Sidewalk
- S2170 - Mt. Vernon Hwy. Sidewalk (Ex. SW at DeClaire to Long Island Dr.)
- S2175 - Trowbridge Rd. Sidewalk (Spalding Trail to Trowbridge Lake Dr.)
- S2188-1 - Allen Road at Sandy Springs Circle
- S2188-2 - Johnson Ferry Road at Brookhaven City Limit
- S2188-3 - Glenridge Drive at Messina Way
- S2188-4 - River Exchange Drive Sidewalk
- S2188-5 - Windsor Parkway (YMCA to PDR) Sidewalk

Total Project Value Under Construction: \$1,260,000



S2105 Roswell Road North End Boulevard Project – Dunwoody Place to Chattahoochee River

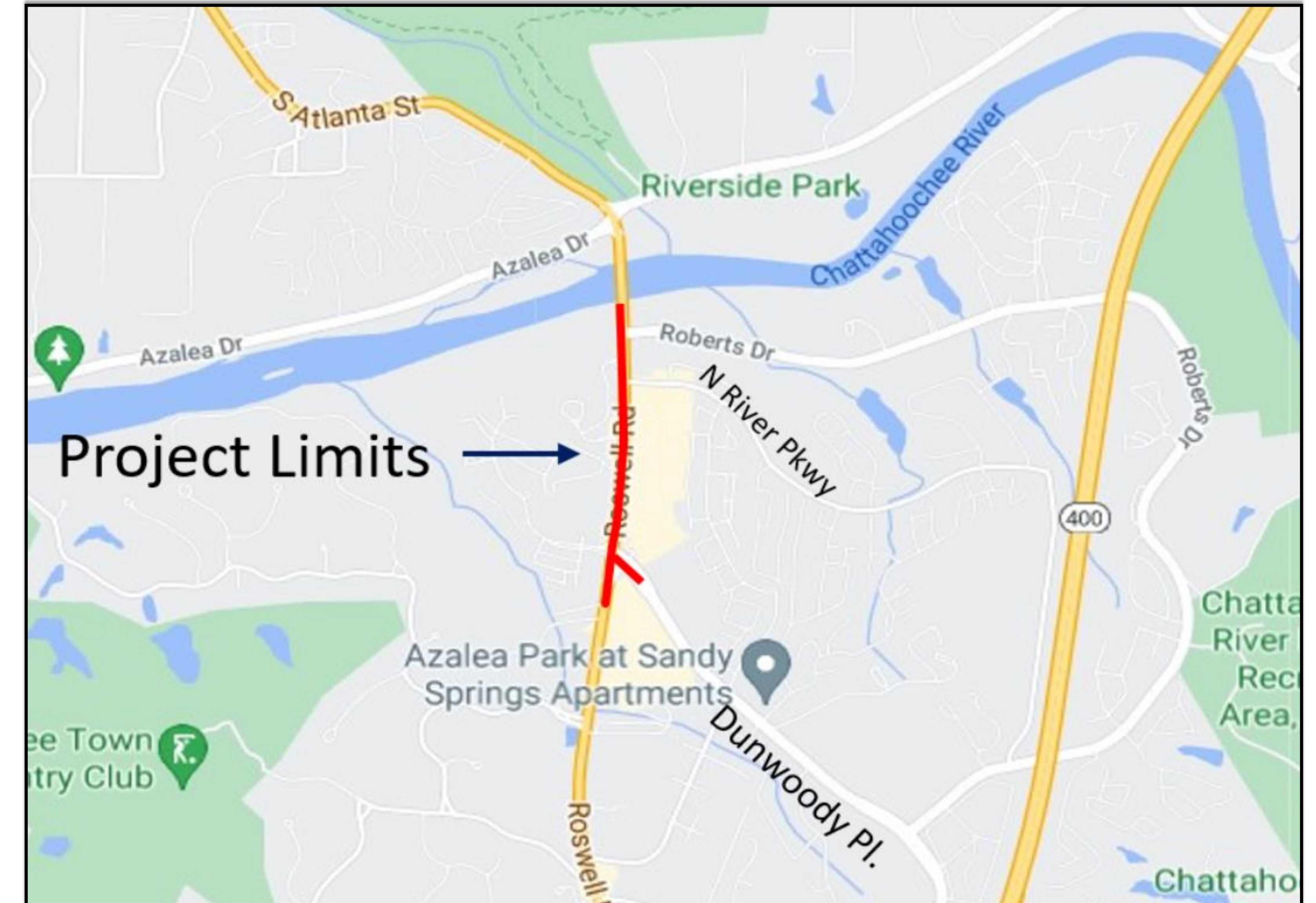
Scope:

- Limit access points on Roswell Road, potentially adding a ten-foot landscaped median, shoulder improvements, ADA compliant curb ramps, and Sandy Springs standard streetscape elements (lighting, landscaping, etc.) on both sides of Roswell Road from Dunwoody Place to Chattahoochee River.
- New Signalization at North River Parkway and Roswell Road.
- Revise Roberts Drive to right in/right out and realigning it to tee into North River Parkway

TSPLOST Budget: \$8,800,000

Status:

- Design Begins August 2024
- PIOH: Early 2025
- Concept Report Submittal: Spring 2025



S2121/T0060 GA400 Multiuse Trail Extension

Project will provide an extension of the existing trail with a 12' multi-use trail along the east side of SR400 from Loridans Drive to north of the Glenridge Connector. Total project length is 2.3 miles (0.5 miles in Atlanta and 1.8 miles in Sandy Springs).

Segment 1 and 3 Construction Total \$20M

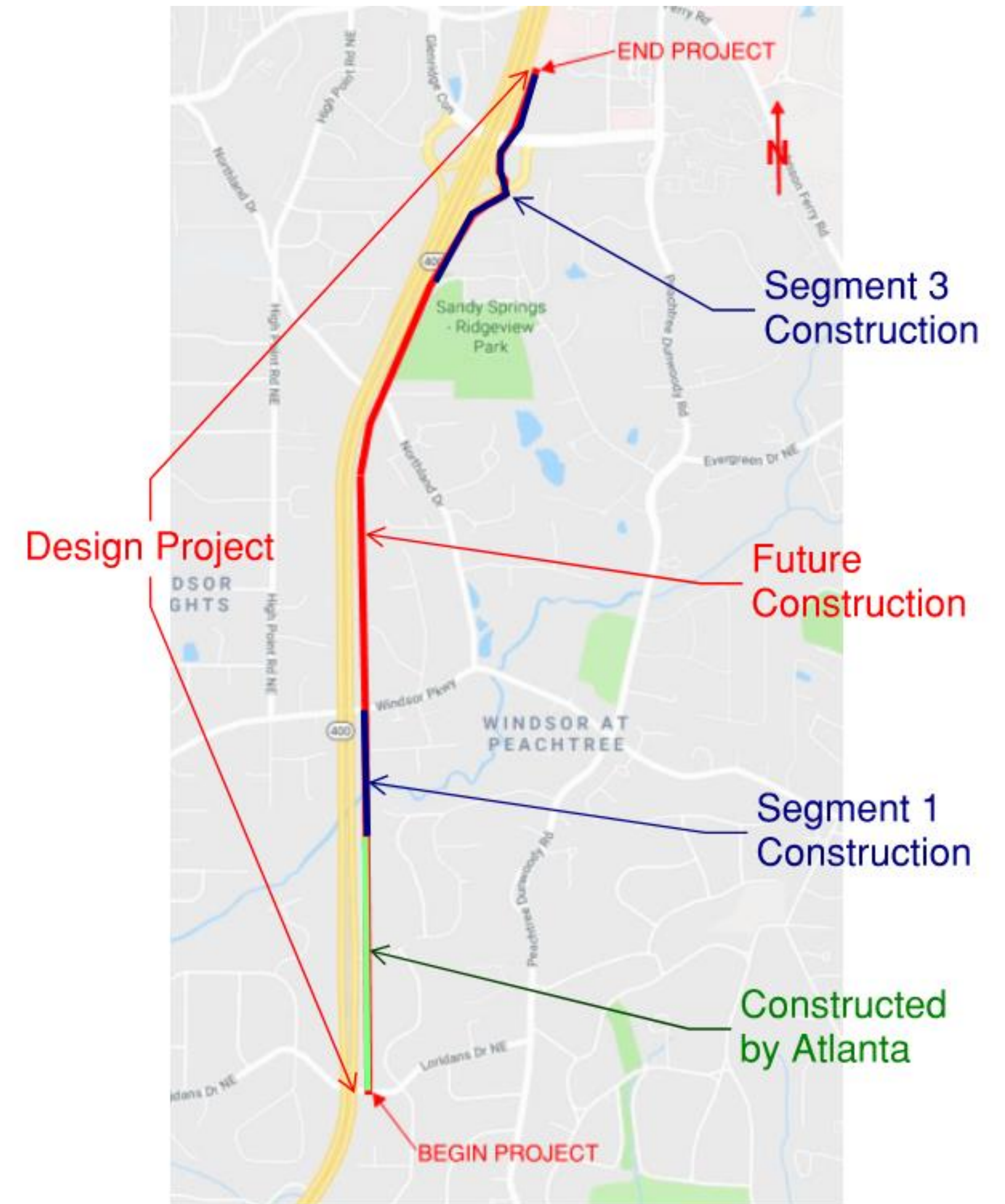
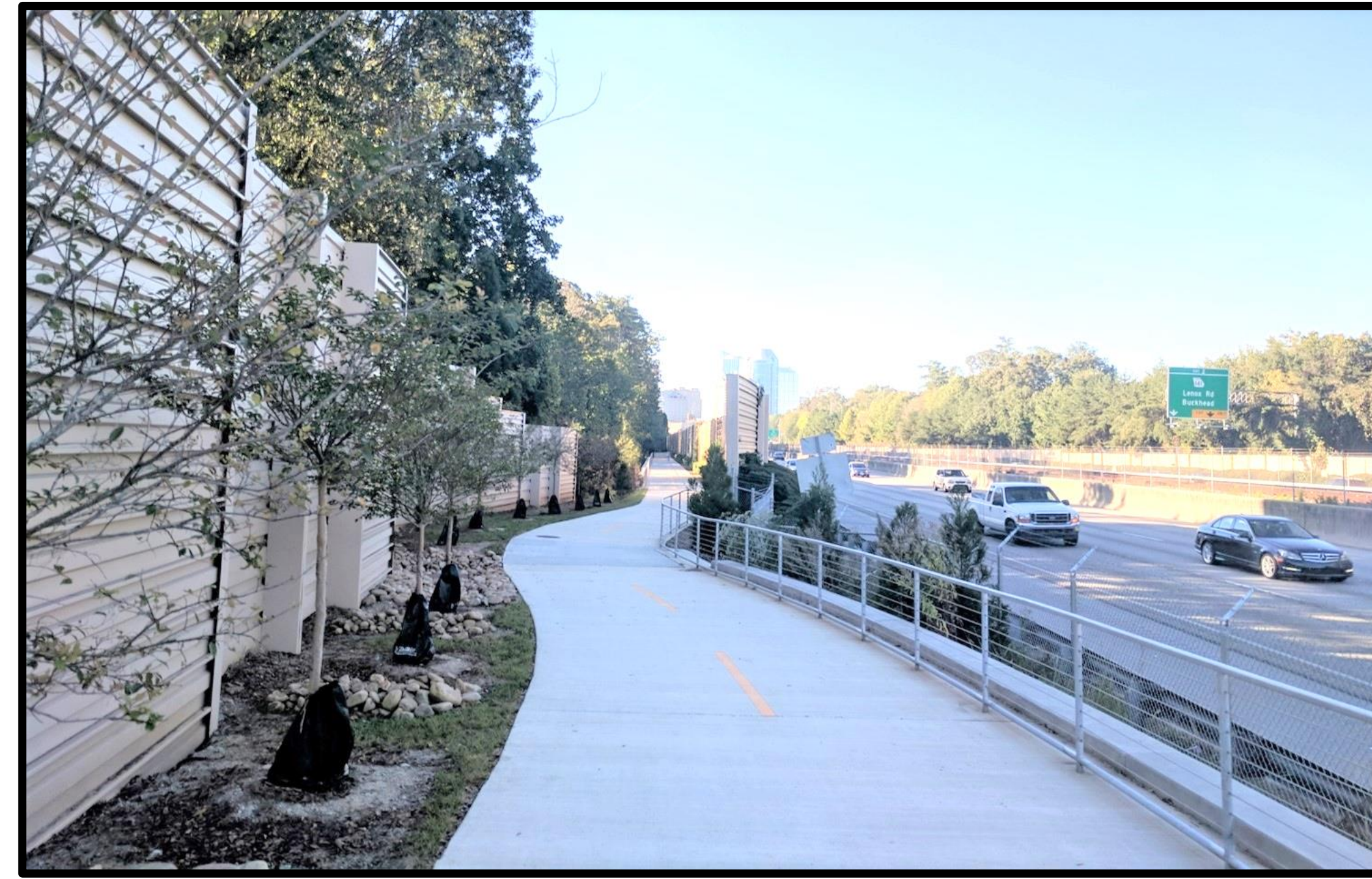
TSPLOST 4,000,000

GDOT 16,000,000

Status:

- GDOT Construction Agreement on 8/6 MCC Agenda
- Await GDOT Construction Authorization and NTP

Construction Fall 2024 to Fall 2027



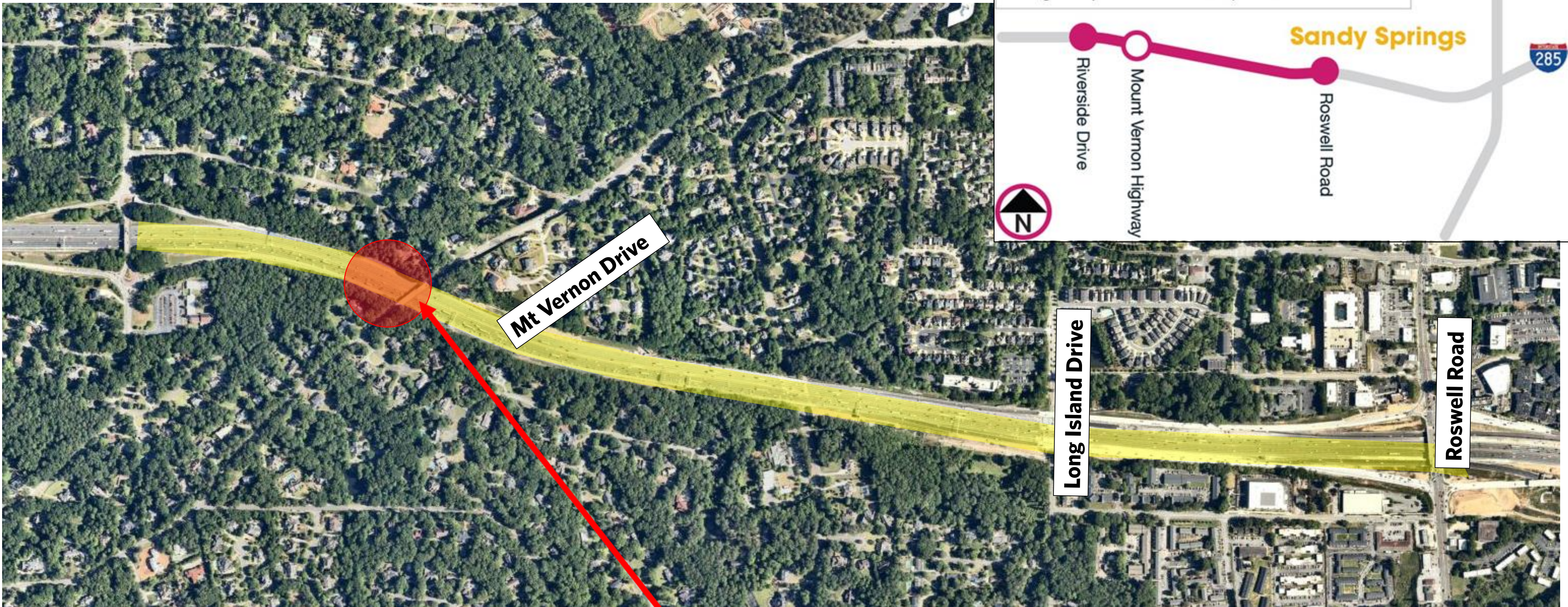
S2131 I-285 Bridge Enhancements

Budget:

- Cost of Enhancements: Mt Vernon Bridge over I-285 - \$3,203,000 funded by TSPLOST 2021 and paid in May 2022

Status:

- Mount Vernon Road bridge is open to traffic only with barrier wall and end column wall installation. Fencing and painting will begin in late summer/early fall.
- Long Island - Setting beams with detour planned for late August/early September.
- Existing bridge demolition will begin in mid-July and end in early September. There will be nightly closures on I-285 for the demolition work.



Mt Vernon Hwy Bridge



S2187/TS172 Brandon Mill Road (Lost Forest Drive to Brandon Ridge Dr)

The project closes the final sidewalk gap on Brandon Mill Road between Brandon Mill Road and Lost Forest Drive. The project includes roadway realignment and retaining walls.

TSPLOST Budget: \$2,465,000

Status:

- In Construction Procurement

Schedule:

- Construction Bid Opening 8/9/24
- Construction Start: Fall 2024



TS193/S2193 Hammond Drive Widening Project

The project improves the approximately 3/4-mile corridor between Boylston Drive and Glenridge Drive, including additional travel lanes, bridges roundabouts, and multi-use trails.



TSPLOST 2016 Budget: \$12.5M

- TSPLOST 2016 funded Conceptual Design, Public Outreach, Early Acquisition ROW, Surveys, SUE and Initial Design
- Final Design, Required ROW, Construction funded by TSPLOST 2021

TSPLOST 2021 Budget: \$34.65 M

Status:

- ROW Underway
- Construction Fall 2025



TSPLOST 2016



SANDY SPRINGS™
GEORGIA

Active 2016 TSPLIST Projects Overview

- **Projects in Pre-Construction:**

- TS131 Peachtree Dunwoody Bike/Ped Trail

Total Project Value Under Design: \$6,100,000

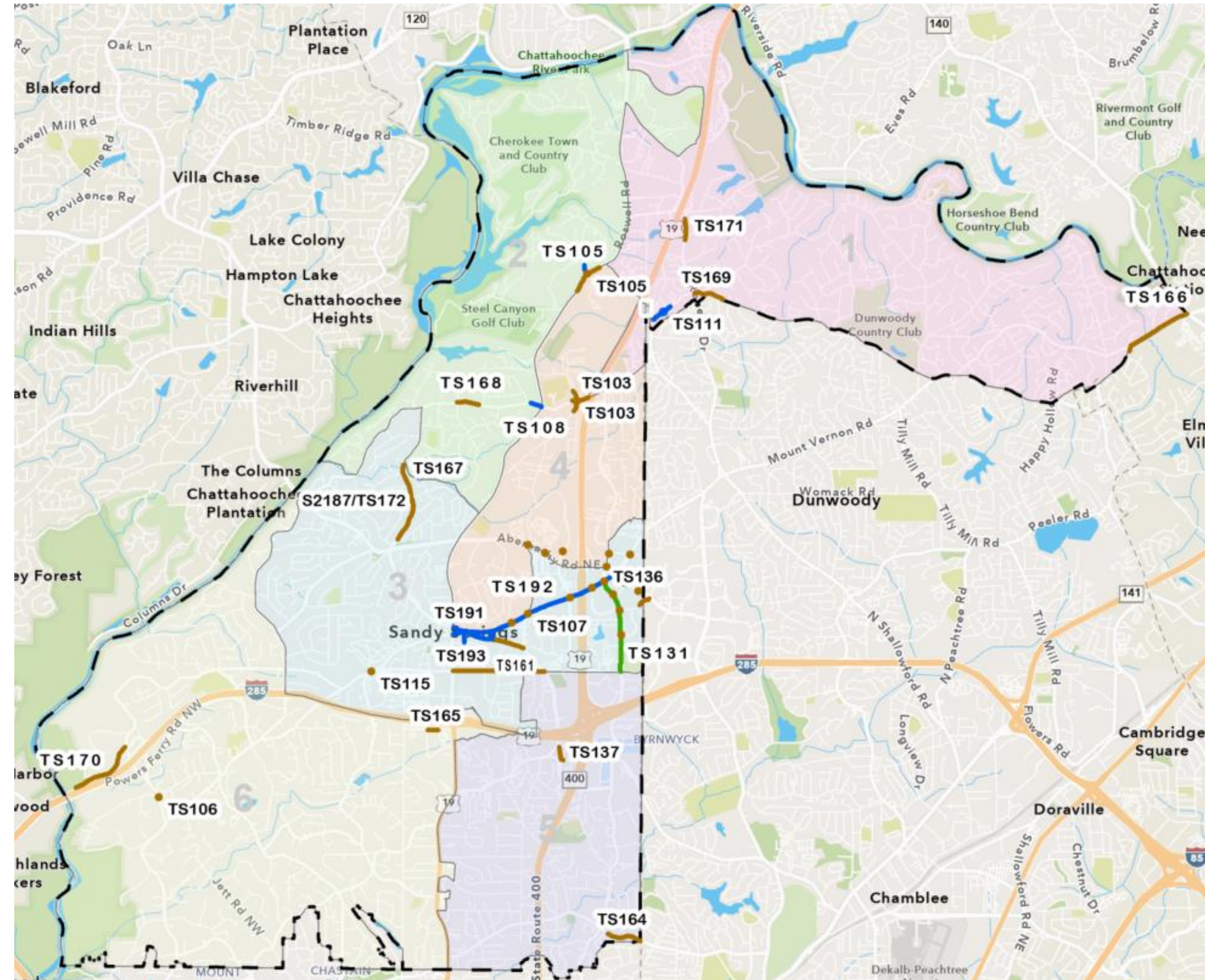
- **Projects under Construction (including active bid phase):**

- TS108 Roswell Road @ Dalrymple Road – Traffic Efficiency
- TS111 Spalding Drive @ Pitts Road – Traffic Efficiency
- TS191 Johnson Ferry Road @ Mt. Vernon Hwy Improvements
- TS192 Mt. Vernon Highway Corridor Improvements

Total Project Value Under Construction: \$46,960,000

- **Projects Completed:**

- TS103 Spalding Drive @ Dalrymple Road -Trowbridge Road
- TS105 Roswell Road @ Grogans Ferry Road
- TS106 Northside Drive @ Riverview/Old Powers Ferry
- TS107 ATMS-4 SCOOT Perimeter Area
- TS115 Mt. Vernon Road @ Long Island Drive
- TS136 Central Parkway Sidewalk Gap Fill
- TS137 Johnson Ferry – Glenridge Connector Sidepath
- TS161 Johnson Ferry – Harleston/Glenridge
- TS164 Windsor Parkway Sidewalk
- TS165 Northwood Drive Sidewalk
- TS166 Spalding Drive Widening, Including Sidewalks
- TS167 Brandon Mill Road (Marsh Creek to Lost Forest)
- TS168 Dalrymple Road Sidewalk
- TS169 Dunwoody Club Drive
- TS170 Interstate North Parkway
- TS171 Roberts Drive (Northridge to Davis Academy)



- TS172 Brandon Mill (Lost Forest Dr. to Brandon Ridge Dr.) (ROW/Design)
- TS193 Hammond Drive Improvements (ROW/Design)

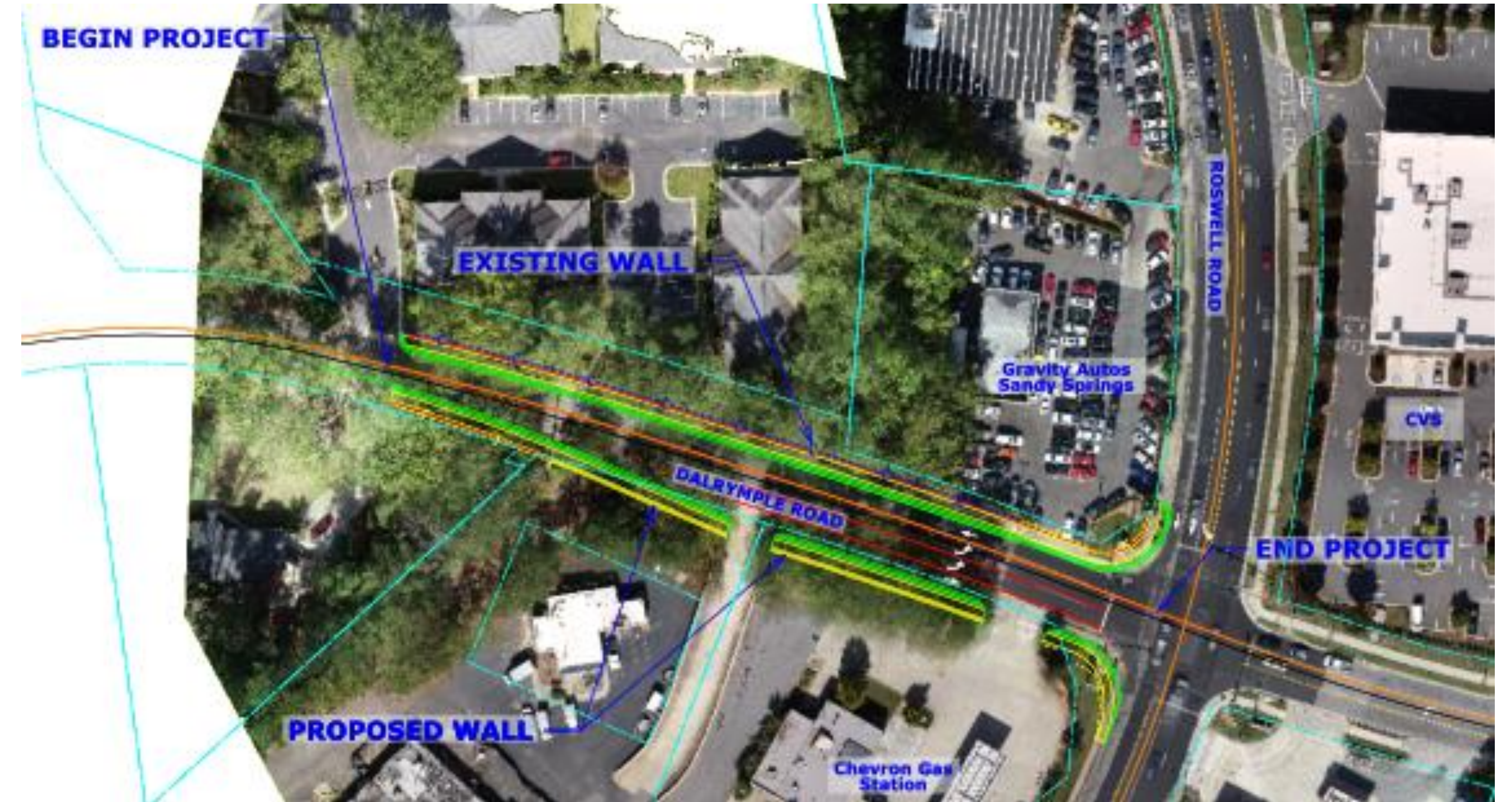
Total Completed Project Value: \$39,000,000

TS108 Roswell Road at Dalrymple Road – Traffic Efficiency

The project will add an additional EB to NB left turn lane and extend the EB through-right lane and to increase the radii on the NW and SW quadrants to accommodate trucks and buses.

TSPLOST Programmed Budget: \$2,840,000

CST Start: January 22, 2024
CST Complete: October 2024



TS131 Peachtree Dunwoody Bike/Pedestrian Trail – LMC

The project aims to enhance bicycle and pedestrian safety and access on the west side of Peachtree Dunwoody Road, spanning from Hammond Drive to Mt. Vernon Highway.

Status:

- PIOH/Stakeholders meeting scheduled for August 15, 2024, at the PCID building.
- MCC meeting following PIOH.

Total Estimated Cost: \$6.1 M (50% TPLOST / 50% PCID)

Schedule:

- Preliminary Design Start Fall 2024
- ROW Start Spring 2025
- Construction Advertisement Fall 2026
- Construction Start Early 2027



TS111 Spalding Drive @ Pitts Road – Traffic Efficiency

The project consists of additional turn lanes and an upgraded traffic signal at the intersection of Spalding Drive at Pitts Road.

TSPLOST Budget: \$4,318,179

Schedule:

- Construction Start: August 2023
- Contract Finish: October 2024



TS191 Johnson Ferry Rd at Mt. Vernon Hwy Improvements

Improve safety and traffic efficiency from Roswell Road to Mt. Vernon School.

- Two-way traffic with a center two-way left-turn lane
- Multi-use paths and six-foot-wide sidewalks are proposed on the outside shoulders
- New north-south connector road east of the library with signals at both ends

TSPLOST budget: \$27.3 million

Schedule:

Construction Started February 2024

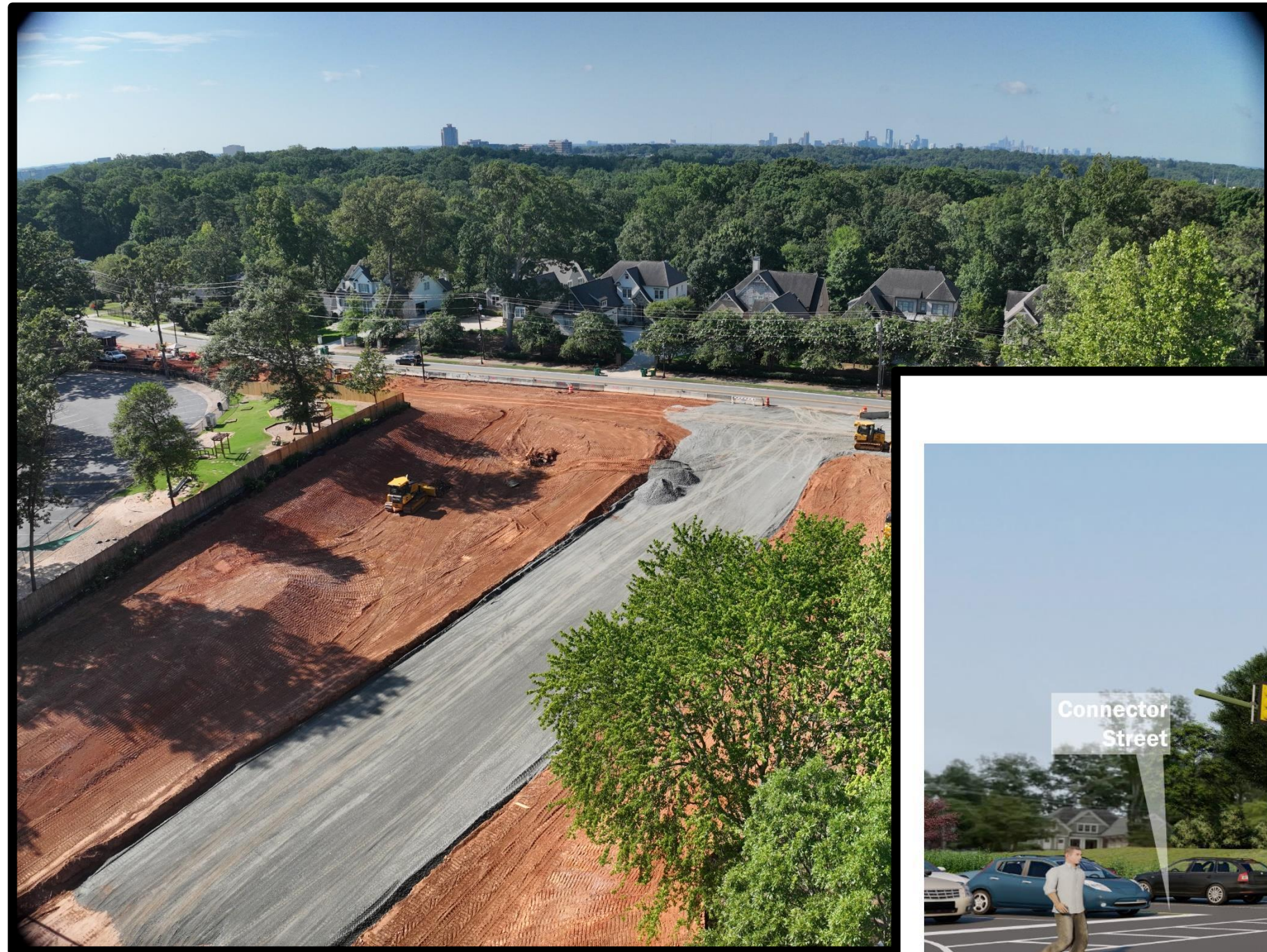
Construction Complete Spring 2026



Network: Jul 18, 2024 at 9:36:22 AM EDT
Local: Jul 18, 2024 at 9:36:22 AM EDT
N 33° 55' 27.707", W 84° 22' 31.823"
344-394 Mount Vernon Hwy NE
Sandy Springs GA 30328
United States



Proposed Mid-Block Pedestrian Crossing Looking West Towards City Springs/Roswell Road
Johnson Ferry Road/Mt Vernon Highway Corridor Improvements
May 2024



Mt Vernon Highway at Proposed Connector Street
Johnson Ferry Road/Mt Vernon Highway Corridor Improvements
May 2024



TS192 Mt Vernon Hwy. Corridor Improvements

From Vernon Trace to Approximately Abernathy Road



City of Sandy Springs Portion
From Vernon Trace to approximately Barfield Road

Fulton Perimeter CID Funded Portion
From Barfield Road to Abernathy Road

The project improves the Mt Vernon Highway Corridor from approximately Vernon Trace (terminus of TS191) east to the Sandy Springs MARTA Station. The project improves intersections at Glenridge and Barfield, provides a sidewalk on north side of Mt Vernon Hwy and a multi-use path for pedestrians and bicycles on the south side of Mt Vernon Hwy.



Project Budget: \$18.1M

Schedule:

Construction Started April 2024

Construction Complete Spring 2026



Mt Vernon Highway at Barfield Rd Proposed Improvements
Mt Vernon Highway Corridor Improvements
April 2024



Mt Vernon Highway at Glenridge Drive Proposed Improvements
Mt Vernon Highway Corridor Improvements
April 2024



TSPLOST 2016 and 2021 Active Program Schedule

ID	Task Mode	Task Name														
			H2	2025		H2	2026		2027	H2	2028	H2	2029	H2		
6	➡	S2165 Riverside Walk (South of 285 to Mt Vernon Hwy)														

TSPLOST 2016 and 2021 Program Summary

- TSPLOST 2016
 - 4% of Projects in Pre-Construction
 - 18% of Projects in Construction
 - 78% of Projects Completed
- TSPLOST 2021
 - 55% of Projects in Pre-Construction
 - 19% of Projects in Construction
 - 26% of Projects Completed



SANDY SPRINGS™
GEORGIA



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members
FROM: Toni Carlisle, Chief Financial Officer
DATE: July 17, 2024 Submission for the August 6, 2024 Meeting
ITEM: Request for Mayor and City Council Consideration of an Ordinance to Set the Ad Valorem Tax Rate of the City of Sandy Springs
Public Hearing 1

Recommendation:

Approve the ad valorem tax rate for the City of Sandy Springs, Georgia, for the 2024 calendar year, on property subject to ad valorem taxation by the City that is hereby fixed at 4.731 on forty percent (40%) of each \$1,000 of property subject to ad valorem tax by the City. Said rate of \$4.731 on forty percent (40%) of each \$1,000 of taxable property is hereby levied.

This is the first of three required public hearings. No action is required of the City Council at this time.

Background:

The Georgia Taxpayers Bill of Rights, in effect since 2000, requires the City to advertise a millage rate as a property tax increase if this rate is not fully rolled back.

Discussion:

Sandy Springs millage rate combined with the homestead exemption results in a lower tax burden than most of its neighboring municipalities. By leaving the millage rate the same, we continue to ensure superior, responsive customer service and the high quality of services to the residents of Sandy Springs. Notice has been advertised that the City of Sandy Springs will hold public hearings on Tuesday, August 6th at 8:30 am and Tuesday, August 6th at 6:00 p.m. The City of Sandy Springs will set the millage rate on August 20th at 6:00 p.m. following the final public hearing.

Financial Impact:

The impact of the reassessment and reevaluations this past year resulted in an overall property value increase, resulting in a tax increase of 2.18% following the “rollback” calculation that evaluates total revenue collected from property taxes year to year. This property value increase contributed to an increase in total net taxes levied of 4.17% from 2023 to 2024. The FY2025 Budget proposes the adoption of a millage rate of 4.731 mills, which is the same millage rate set by the City of Sandy Springs Charter. The millage rate does not increase, and the increase is a function in the increase in the values of properties in the City.

Alternatives:

The Council could choose not to approve the millage rate as recommend, and provide additional guidance to staff.

Review:

Raquel Gonzalez, City Clerk
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/18/2024
Approved - 7/25/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Ordinance - 2024 Millage Rate Adoption
2. 2024 Current Tax Digest and 5 Year History of Levy
3. 2024 Notice of Property Tax Increase

STATE OF GEORGIA
COUNTY OF FULTON

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS,
GEORGIA, TO SET THE AD VALOREM TAX RATE OF THE CITY OF SANDY SPRINGS,
FOR FISCAL YEAR 2025; AND FOR OTHER PURPOSES.**

BE IT ORDAINED by the Mayor and City Council of the City of Sandy Springs, Georgia as follows:

SECTION I: The ad valorem tax rate for the City of Sandy Springs, Georgia, for the 2024 calendar year, on property subject to ad valorem taxation by the City is hereby fixed at \$4.731 on forty percent (40%) of each \$1,000 of property subject to ad valorem tax by the City.

SECTION II: Said rate of 4.731 mills on forty percent (40%) of each \$1,000 of taxable property is hereby levied as follows:

(a) For General Government purposes 4.731 mills on forty percent (40%) of each \$1,000 of taxable property.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED the 20th day of August 2024.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

Attest:

Raque D. González, City Clerk

(SEAL)

Approved as to Form and Content:

Dan Lee, City Attorney

NOTICE

The City of Sandy Springs, Mayor and City Council do hereby announce that the millage rate will be set at a meeting to be held at the Sandy Springs City Hall, 1 Galambos Way, Sandy Springs, Georgia, 30328 on August 20, 2024, at 6:00 pm and pursuant to the requirements of O.C.G.A. § 48-5-32 do hereby publish the following presentation of the current year's estimated tax digest and levy, along with the history of the estimated tax digest and levy for the past five years

CURRENT 2024 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

COUNTY WIDE		2019	2020	2021	2022	2023	2024
V A L U E	Real & Personal	9,732,862,883	9,896,793,022	10,515,930,880	10,988,725,300	12,013,457,202	12,624,306,955
	Motor Vehicles	40,913,220	30,398,740	22,570,250	18,835,730	17,251,270	14,897,730
	Mobile Homes	0	0	0	0	0	0
	Timber - 100%	0	0	0	0	0	0
	Heavy Duty Equipment	25,600	68,788	0	33,200	0	0
	Gross Digest	9,773,801,703	9,927,260,550	10,538,501,130	11,007,594,230	12,030,708,472	12,639,204,685
	Less Exemptions	974,401,936	947,687,936	1,199,328,249	1,231,693,468	1,440,093,460	1,607,086,344
	NET DIGEST VALUE	8,799,399,767	8,979,572,614	9,339,172,881	9,775,900,762	10,590,615,012	11,032,118,341
R A T E	Gross Maintenance & Operation Millage	7.5670	7.5430	7.4370	7.4417	7.4693	7.4503
	Less Rollback (Local Option Sales Tax)	2.8360	2.8120	2.7060	2.7107	2.7383	2.7193
	NET M&O MILLAGE RATE	4.7310	4.7310	4.7310	4.7310	4.7310	4.7310
TAX	TOTAL M&O TAXES LEVIED	\$41,629,960	\$42,482,358	\$44,183,627	\$46,249,787	\$50,104,200	\$52,192,591
	Net Tax \$ Increase	\$8,018,520	\$852,398	\$1,701,269	\$2,066,160	\$3,854,413	\$2,088,391
	Net Tax % Increase	23.86%	2.05%	4.00%	4.68%	8.33%	4.17%

NOTICE OF PROPERTY TAX INCREASE

The City of Sandy Springs, Mayor and City Council have tentatively adopted a millage rate which will require an increase in property taxes by 2.19 percent.

All concerned citizens are invited to the final public hearing on this tax increase to be held at the Sandy Springs City Hall, 1 Galambos Way, Sandy Springs, Georgia on August 20, 2024, at 6:00 PM.

Times and places of additional public hearings on this tax increase are at the City of Sandy Springs City Hall, 1 Galambos Way, Sandy Springs, Georgia on August 6, 2024, at 5:00 PM and August 20, 2024, at 8:30 AM.

This tentative increase will result in a millage rate of 4.731 mills, as set by City Charter, an increase of .1015 mills. Without this tentative tax increase, the millage rate will be no more than 4.629 mills. The proposed tax increase for a home with homestead exemption with a fair market value of \$662,904 is approximately \$87.74 and the proposed tax increase for non-homestead property with a fair market value of \$662,904 is approximately \$93.00.

Must be 30 square inches, not in legal section of paper.

Run ad for three weeks: July 24 – Jul 30; Jul 31 – Aug 6; Aug 7 – Aug 13



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: July 2, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: ABL No. 27407

Request for Mayor and City Council Consideration of Approval of Alcoholic Beverage License Application for 915 Crestline Catering, LLC-915 Crestline Parkway, Sandy Springs, Georgia 30328. The Applicant is Andy A. Chopra for Consumption of the Premises of Beer and Wine

Recommendation:

Approval of Alcoholic Beverage License Application for 915 Crestline Catering, LLC – 915 Crestline Parkway, Sandy Springs, Ga 30328

Background:

Applicant submitted a completed application on May 31, 2024. Applicant has passed the background investigation.

Discussion:

This is a New Alcohol License for Consumption on the premises of Beer and Wine.
The business is located at –915 Crestline Parkway, Sandy Springs, Ga 30328

Financial Impact:

Revenue – \$3,000.00

Alternatives:

None

Review:

LaKesha Passemore, Revenue Specialist
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/2/2024
Approved - 7/31/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. AL Public Notice-915

2. AL Final hearing letter-915



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
24-109897**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: August 6, 2024
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the Premises of Beer and
Wine

APPLICANT: 915 Crestline Catering, LLC
915 Crestline Parkway
Sandy Springs, Ga 30328



SANDY SPRINGS

GEORGIA

To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: June 28, 2024, for Submission onto the August 6, 2024, City Council Meeting

Agenda Item: – Approval of Alcoholic Beverage License Application for 915 Crestline Catering, LLC – 915 Crestline Parkway, Sandy Springs, Ga 30328

Applicant is Andy Amit Chopra for Consumption on the premises of Beer and Wine.

CMO (City Manager's Office) Recommendation:

Approve the application for New Ownership - Consumption on the premises of Beer and Wine, for 915 Crestline Catering, LLC.

Background:

Applicant submitted a completed application on May 31, 2024. Applicant has passed the background investigation.

Discussion:

This is a New Alcohol License for Consumption on the premises of Beer and Wine.
The business is located at –915 Crestline Parkway, Sandy Springs, Ga 30328

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$3,000.00

Concurrent Review:

Lakesha Passemore, Revenue Specialist



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: July 3, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: ABL No. 27323

Request for Mayor and City Council Consideration of Approval of an Alcoholic Beverage License Application for Vinny's NY Pizza and Grill-111 Glenridge Point Parkway, Sandy Springs, GA 30342. The Applicant is Bhav Avhad for Consumption on the Premises of Beer, Wine, and Distilled Spirits

Recommendation:

Approval of Alcohol Application for Vinny's NY Pizza & Grill – 111 Glenridge Point Parkway, Sandy Springs GA 30342

Background:

Applicant submitted a completed application on May 31, 2024. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption on the premises of Beer, Wine and Distilled Spirits. The business is located at –111 Glenridge Point Parkway, Sandy Springs GA 30342

Financial Impact:

Revenue – \$6,450.00

Alternatives:

None

Review:

LaKesha Passemore, Revenue Specialist
Pellum Peters, Revenue Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/3/2024
Approved - 7/3/2024
Approved - 7/5/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. AL Final hearing letter-Vinny's

2. AL Public Notice-VINNY'S



SANDY SPRINGS

GEORGIA

To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: June 28, 2024 for Submission onto the August 6, 2024 City Council Meeting

Agenda Item: – Approval of Alcohol Application for Vinny’s NY Pizza & Grill – 111 Glenridge Point Parkway, Sandy Springs GA 30342

Applicant is Bhav Avhad for Consumption on the premises of Beer, Wine and Distilled Spirits.

CMO (City Manager’s Office) Recommendation:

Approve the application for Change of Ownership - Consumption on the premises Beer, Wine and Distilled Spirits, for Vinny’s NY Pizza & Grill.

Background:

Applicant submitted a completed application on May 31, 2024. Applicant has passed the background investigation.

Discussion:

This is a New Alcohol License for Consumption on the premises of Beer, Wine and Distilled Spirits. The business is located at –111 Glenridge Point Parkway, Sandy Springs GA 30342

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$3,000.00

Concurrent Review:

Lakesha Passemore, Revenue Specialist



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
24-109901**

PLACE: City of Sandy Springs City Hall
1 Galambos Way
Sandy Springs, GA 30328

DATE & TIME: August 6, 2024
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption on the Premises of Beer,
Wine and Distilled Spirits

APPLICANT: VINNY'S NY PIZZA & GRILL
111 GLENDRIDGE POINT PARKWAY
SANDY SPRINGS, GA 30342



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Keith Sanders, Fire Chief

DATE: July 10, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve the Purchase of Equipment for the City of Sandy Springs Fire Department and to Authorize the City Manager to Execute Documents to Effectuate Same

Recommendation:

The Fire Chief for the City of Sandy Springs (the "City") recommends that Council approve the purchase of a Pierce Custom Enforcer Pumper ("Equipment"), through Ten-8 Fire and Safety Equipment of Georgia, LLC ("Ten-8"), in an amount not to exceed \$1,102,700 and authorizing the City Manager to execute all documents required to effectuate the purchase from Pierce Manufacturing, Inc. ("Pierce").

Background:

This Equipment purchase will continue the apparatus replacement program adopted by the City in 2018. The program was developed to have frontline apparatus moved to reserve status upon delivery of new fire trucks. Currently we have one (1) Aerial Truck and two (2) Engine Pumpers that are placed in service when a Frontline apparatus goes out of service due to mechanical issues.

One of the reserve Engines will be traded in when the two (2) 2022 Engine purchases are delivered June 2025. For this current Engine purchase Ten-8 will give a trade-in value of \$30,000.00 for one (1) Reserve Engine. The Department will continue to utilize the Pumpers until the new Engine is built and delivered. There is a forty-eight (48) month delivery time due to supply chain limitations.

This new Pierce Custom Enforcer Pumper will replace one (1) frontline Pumper, which will be placed in reserve status once the new fire apparatus has arrived and placed in service. Frontline apparatus are transitioned to reserve status after ten (10) years of service.

Currently, the Department has a total of seven (7) Pumpers in the City-wide deployment model improving the overall service delivery and ISO score.

Discussion:

Pierce has been the City's single source provider of fire apparatus since its inception. Pricing for the Equipment is in accordance with the competitively bid contract (RFP No.1905) awarded to Pierce by the National Purchasing Partners (NPP). RFP 1905 became effective May 27, 2020 and is valid until May 27, 2025 (with an option for three (3) additional 1-year renewals). Under the City's purchasing policies, the City is authorized to utilize competitively procured contracts provided through other governmental entities. Ten-8 and Pierce representatives have stated that the pricing under the RFP 1905 contract is the most competitive and forms the basis of what would be provided to the City under a standalone bid

scenario.

Pricing includes:

- One (1) Pierce Custom Pumper with Equipment: \$1,339,290
- NPP.Gov Discount: \$10,440
- North End Consortium Discount: \$22,000
- Pre-pay Discount: \$174,150
- Trade-in for one (1) 2013 Pierce Quantum Pumper: \$30,000
- Total Cost: \$1,102,700
- Delivery Time: Thirty-six (36) months
- Payment Mode: Purchase Order upon approval
- Payment Due Date: Pre-payment upon approval (30 days)

Financial Impact:

The City of Sandy Springs Fiscal Year 2025 Operating Budget has appropriated funding available for this purchase with financing provided through PNC Equipment Finance, LLC at an interest rate of 4.94% for three (3) years with first payment due May 2025.

Alternatives:

The alternative is not to approve the acquisition and to provide the Department with further direction on the purchase of equipment to protect and serve the City of Sandy Springs.

Review:

Roopal Patel, Executive Asst.
Keith Sanders, Fire Chief
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/31/2024
Approved - 7/31/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Resolution - Engine
2. RFP 1905 - LOC
3. MPA 1905 LOC Master Price List
4. 4 RFP MPA 1095 Amendment 15
5. RFP 1905 Contract Overview
6. RFP 1905 Intergovernmental Coop Purchasing Agreement
7. Ten-8 Price Quote
8. PNC Equipment Finance Proposal

9. Ten-8 Pierce Option
10. Warranty Documentation

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE PURCHASE OF NEW EQUIPMENT FOR THE CITY OF
SANDY SPRINGS FIRE DEPARTMENT AND TO AUTHORIZE THE CITY MANAGER TO
EXECUTE DOCUMENTS TO EFFECTUATE THE SAME**

WHEREAS, the City of Sandy Springs (the "City") has determined it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the United States Constitution, Federal Statutes, Georgia's State Constitution and the Charter for the City for the administration of a municipal government, including the power to operate a fire-fighting agency pursuant to Sect. 1.03(b)(25) of the City Charter; and

WHEREAS, pursuant to applicable law, the City Council is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easements necessary to the functions or operations of the City; and

WHEREAS, in order to provide for the highest level of public health, safety, and welfare for the citizens of the City, the Sandy Springs Fire Department ("SSFD") desires to purchase new equipment from Ten-8 Fire and Safety Equipment of Georgia, LLC including one (1) Custom Pierce Enforcer Pumper ("Equipment") in an amount not to exceed \$1,102,700.00; and

WHEREAS, the Equipment will replace one (1) existing frontline Pierce Enforcer Pumper, which will be placed in reserve stats when the Equipment arrives and is placed in service; and

WHEREAS, City Council hereby finds and determines that the acquisition of the Equipment in the principal amount not to exceed \$1,102,700.00 is appropriate and necessary to the functions and operations of SSFD and the City; and

WHEREAS, the City and SSFD have appropriated funding in the Fiscal Year 2025 Operating Budget for the purchase of the equipment.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS,
GEORGIA, AS FOLLOWS:**

1. The Purchase Agreement between the City and Ten-8 Fire and Safety Equipment of Georgia, LLC is approved in an amount not to exceed \$1,102,700.00, including the trade in of the older equipment as mentioned herein; and
2. The City Manager is hereby authorized to execute the Purchase Agreement subject to any minor revisions and approval by the City Attorney and approval of the City Finance Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such further action as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED, this 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

LEAGUE OF OREGON CITIES
Fire Apparatus Solicitation Synopsis
Solicitation No. 1905

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Apparatus using a secure competitive RFP process evaluated based on “best value” rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1905) on November 12th, 2019.

The RFP was published in the Daily Journal of Commerce on November 11th, 2019.

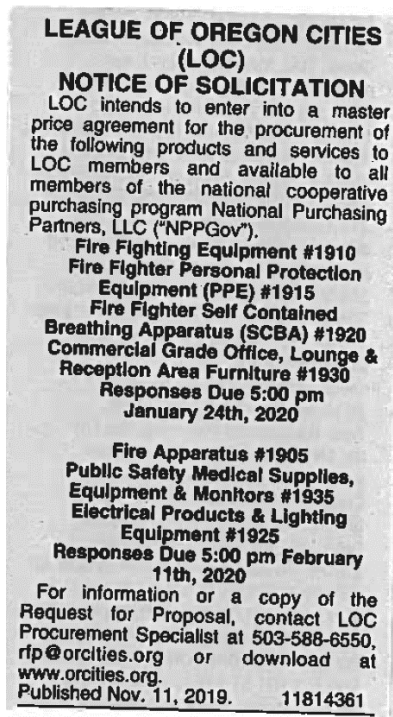
The RFP was published in USA Today on November 12th, 2019.

The RFP closed on February 11th, 2020.

The RFP was awarded on May 6th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LOC received a proposal (s) from the following vendor (s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Pierce Manufacturing
9. Spartan Fire
10. Sutphen Corporation
11. Watts Manufacturing

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Alexis Fire Equipment
2. Brindlee Mountain
3. E-One Inc
4. Ferrara Fire Apparatus
5. Fouts Brothers
6. HME
7. ONE Boat Rescue
8. Spartan Fire
9. Sutphen Corporation

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing</u> : Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25
<u>Product Line (Score only categories proposed)</u> : Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15
<u>Marketing</u> : Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15
<u>Customer Service</u> : Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15
<u>Proven Experience</u> : Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10

<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5
<u>TOTAL</u>	100

Pricing Structure

Alexis Fire Equipment: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Brindlee Mountain: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

E-One Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ferrara Fire Apparatus: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Fouts Brothers: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

HME: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

ONE Boat Rescue: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Pierce Manufacturing: Proposer provided a fixed pricing structure for the base model vehicles listed in their proposal. See Price List attached in the resulting Master Price Agreement for details. In addition, Proposer has included a discount off currently published List Price for additional options, modifications and customization's to base model vehicles. See Price List attached in the resulting Master Price Agreement for details

Spartan Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Sutphen Corporation: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

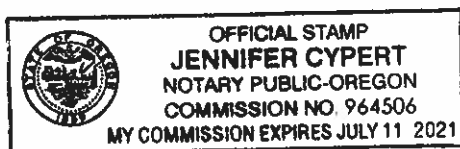
STATE OF Oregon)
) ss.
 COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR FIRE APPARATUS to the following addresses:

One Boat Attn: Kevin Fielder 13481 US Highway 31 Athens, AL 35611	Lake Assault Boats Attn: Chad Dumars 1 Clough Ave. Superior, WI 54880	Pierce Manufacturing Attn: Kristina Spang 2600 American Drive Appleton, WI 54912
Rosenbauer America, LLC Attn: Donley Frederickson 100 Third Street Lyons, SD 57041	HME Ahrens-Fox Attn: Bill Doeblor 1950 Byron Center Ave SW Wyoming, MI 49519	Toyne Attn: Bill Bird 104 Granite Ave. Breda, IA 51436
Sutphen Corporation Attn: Zach Rudy 6450 Eiterman Road Dublin, OH 43016	E.J. Metals Attn: Kevin Quinn 1201 Maple Creek Lane New London, WI 54961	Ferrara Fire Apparatus Attn: Contracting Department 27855 James Chapel Rd. Holden, LA 70744
Brindlee Mountain Fire Apparatus Attn: Richard Glyn 15410 Highway 231, Union Grove, AL 35175	E-One Attn: Contracts Department 1601 SW 37 th Ave. Ocala, FL 34474	Emergency Vehicle Specialist EVS Attn: Jimmie Smith 892 Kansas Street, Memphis, TN 38106
Fire & Safety Services, Ltd. Attn: Russell David 200 Ryan Street, South Plainfield, NJ 07080	Firematic Supply Company Inc. Attn: Mike Hanratty 374 Western Turnpike, Altamont, NY 12009	Spartan Fire and Emergency Apparatus Attn: Robby Fore 319 Southport Road Roebuck, SC 29376

Mike Cully
 Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.



NOTARY PUBLIC in the State of Oregon
 Residing at Salem, OR
 My commission expires: 7/11/21

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FIRE FIGHTING EQUIPMENT

League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

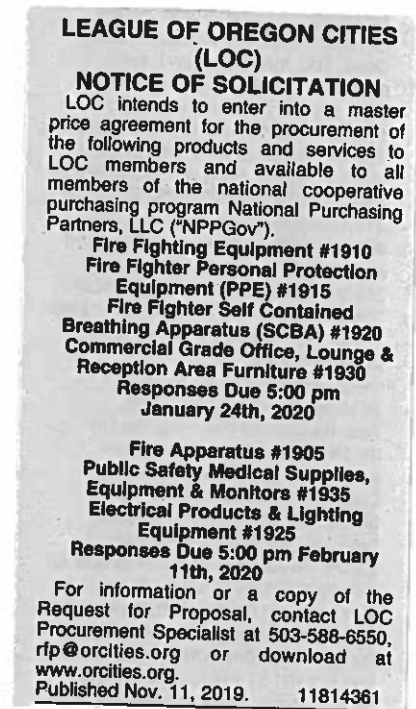
SIGNED OR ATTESTED BEFORE ME
ON THE 11th DAY OF November, 2019



Michelle Ropp



Notary Public-State of Oregon



Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

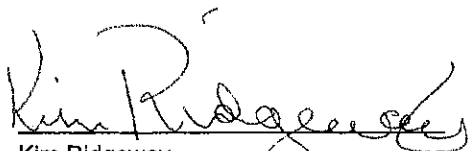
Order No.: 11814361
Client Reference No:

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

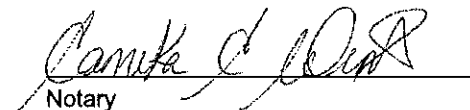
A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.


Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered
true sheet.


Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910

Fire Fighter Personal Protection Equipment (PPE) #1915

Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920

Commercial Grade Office, Lounge & Reception Area Furniture #1930

Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935

Electrical Products & Lighting Equipment #1925

Responses due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at:
<http://pioneerelectric.coop/resources/storm-restoration/>
Bids due by 12/2/2019.

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- Exclusives & 50% Financing may be available

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\$66k Return
Short Term

985-630-6485

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Find us on Facebook at: Guy From Brooklyn

HEALTH / FITNESS

Macular Degeneration, Cataract, Glaucoma



- How to heal without injections!
- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
- Discover how STEM CELLS can help your vision.

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Edward Kondrot, MD Board Certified Ophthalmologist

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HEALTH / FITNESS

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ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

YOU MUST CALL US NOW:
800-804-8248

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and PIERCE MANUFACTURING INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE APPARATUS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE APPARATUS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1905 for FIRE APPARATUS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1905 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to 3.3.2 and 3.3.3 are **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term or Renewal Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under

this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within fifteen (15) days after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, and a written notice of defect has been delivered to the Vendor within fifteen (15) days of delivery, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails within thirty (30) days of written notice thereof to initiate the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser. However vendor substitutions that do not change the fit, form, and/or function of the product and are insignificant in nature, such as cosmetic changes, do not require prior written consent.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and

remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rjp@ORCities.org

If to Vendor:

PIERCE MANUFACTURING INC
2600 American Drive
Appleton WI 54914
ATTN: Kristina Spang
Email: Kspang@piercemfg.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

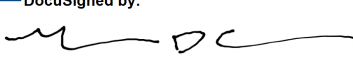
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...
Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 5/27/2020

VENDOR:

DocuSigned by:
Signature: 
9F42E76988DD47A...
Printed Name: Michael Dufrane

Title: Vice President of Sales and Marketing
PIERCE MANUFACTURING INC.

Dated: 5/27/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Pierce Manufacturing Inc. submission is based on a fixed percentage of 5.5% off List price.

The below is a listing of the base specifications within each category and the advertised price for each base configuration (after discount).

Option pricing to modify and/or customize the base specifications follows the same pricing methodology with 5.5% off List price.

1.0 AERIAL PRODUCTS

Bid	ID #	Description	2020 Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$ 883,042.00
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 993,171.00
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,067,167.00
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,069,611.00
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,123,929.00
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$ 1,305,232.00
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$ 1,359,457.00
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,282,823.00
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$ 1,065,581.00
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$ 1,081,768.00
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$ 1,188,287.00
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,302,007.00
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$ 946,057.00

2.0 AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID #	Description	2020 Pricing
Please Contact Oshkosh Airport Products			

3.0 PUMPER PRODUCTS

Bid	ID #	Description	2020 Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 553,364.00
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 634,151.00
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 506,735.00
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$ 292,622.00
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 601,331.00

232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 691,907.00
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$ 255,194.00
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$ 602,513.00
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 254,931.00
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$ 736,641.00

4.0 TANKER PRODUCTS

Bid	ID #	Description	2020 Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$ 276,371.00
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$ 271,560.00
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$ 880,639.00
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$ 764,931.00

5.0 SPECIAL SERVICE APPARATUS

Bid	ID #	Description	2020 Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 535,268.00
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$ 611,038.00
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 773,937.00
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 755,003.00
254	5.05	Freightliner, Single Axle, ENCORE	\$ 291,410.00

6.0 WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID #	Description	2020 Pricing
No Watercraft Rescue Vehicles submitted to RFP			

7.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)

Bid	ID #	Description	2020 Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$ 377,633.00

8.0 OTHER

Bid	ID #	Description	2020 Pricing
	8.01	Ford, Critical Response Unit, CRU-22	\$ 221,766.00
	8.02	Camera System Fotokite Modem Portable	\$ 43,475.00
	8.03	Camera System Fotokite Compartment Mounted	\$ 46,395.00

9.0 OPTION PRICING

Bid	ID #	Description	2020 Pricing
All available options will follow the pricing methodology of 5.5% off list			

Chassis Progress Payment Discount:

Discount of approximately 2.5% to 3% of custom chassis price is offered if chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products.

Aerial Device Progress Payment Discount:

Discount of approximately 1.5% to 2% of aerial device price is offered if aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).

Pre-Pay Discount:

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

Multiple Units Discount:

Discounts may be available for identical multi-unit purchases. Discount varies dependent upon number of identical units purchased and will be handled on a case by case basis.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified at <https://www.piercemfg.com/find-a-dealer>, as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 18B0B2A849B54F489CD0CD6DA40C62BC

Status: Completed

Subject: Please DocuSign: MPA 1905 Between LOC and Pierce FINAL Pierce.pdf

Source Envelope:

Document Pages: 18

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill DeMars

AutoNav: Enabled

1100 Olive Way

Envelopeld Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

bill.demars@nppgov.com

IP Address: 173.29.186.28

Record Tracking

Status: Original

Holder: Bill DeMars

Location: DocuSign

5/24/2020 10:01:20 AM

bill.demars@nppgov.com

Signer Events

Michael Dufrane

MDufrane@piercemfg.com

Vice President of Sales and Marketing

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Michael Dufrane
9F42E76988DD47A...

Signature Adoption: Pre-selected Style

Using IP Address: 198.190.231.14

Timestamp

Sent: 5/26/2020 7:07:08 AM

Viewed: 5/27/2020 5:16:53 AM

Signed: 5/27/2020 5:21:16 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 5:16:53 AM

ID: bbfa80bb-aa7b-405f-b0c2-cf8e7b6d6815

Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

38C546F8869143E...

Signature Adoption: Drawn on Device

Using IP Address: 71.63.237.219

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Viewed: 5/27/2020 8:53:02 AM

Signed: 5/27/2020 8:53:15 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 8:53:02 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kristina Spang

KSpang@piercemfg.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/26/2020 7:07:09 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/27/2020 5:21:18 AM
Certified Delivered	Security Checked	5/27/2020 8:53:02 AM
Signing Complete	Security Checked	5/27/2020 8:53:15 AM
Completed	Security Checked	5/27/2020 8:53:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Fifteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 3rd day of April 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 27, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 10, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about January 17, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 6, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about October 27, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 3, 2024, to update the pricing in the price list in Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective May 3, 2024:

nppgov		NPPGOV CONTRACT #PS20240 PIERCE MFG INC.: PRODUCT & PRICE LISTING	Effective 05/03/2024 Published Pricing
		Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	
1.0 AERIAL PRODUCTS			
Bid	ID #	Description	Effective 05/03/2024
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$ 1,217,381.90
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,330,602.62
236	1.03	-Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,325,471.99
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,391,077.29
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,388,351.84
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$ 1,602,623.33
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,818,432.80
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,728,539.83
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$ 1,384,286.53
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$ 1,396,006.08
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,446,559.49
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,708,619.77
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,044,407.75
2.0 Pumper Products			
Bid	ID #	Description	Effective 05/03/2024
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 744,439.08
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 730,773.72
265	3.04	Freightliner M2-106, 750 Gallon, 1250 GPM CSU	\$ 447,245.82
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 814,798.94
248	3.07	Freightliner M2-106, 1000 Gallon, 1250 GPM,BXP	\$ 387,356.67
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 761,375.04
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 368,424.90
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 854,227.48
3.0 Tanker Products			
Bid	ID #	Description	Effective 05/03/2024
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 421,189.26
266	4.02	Freightliner,Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 401,586.96
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 951,233.91
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$ 840,669.86
4.0 Special Service Apparatus			
Bid	ID #	Description	Effective 05/03/2024
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 793,998.58
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 933,921.74
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 824,623.92
5.0 Wildland Fire Apparatus (Brush Fire)			
Bid	ID #	Description	Effective 05/03/2024
258	7.01	Freightliner M2-106, 500 Gallon, 1000 GPM, Wildland BX3	\$ 530,933.93
6.0 Frontline			
Bid	ID #	Description	Effective 05/03/2024
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill Date April 4, 2024 | 7:23 AM PDT
0BD4F25C35F54D0...
BY: Patricia M. Mulvihill
ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:
Michael DuFrane Date April 4, 2024 | 6:36 AM PDT
9F42E76988DD47A...
BY: Michael DuFrane
ITS: Vice President of Sales and Marketing



Fire Apparatus

Product Specifics

Pierce Manufacturing Inc. is North America's leading single source manufacturer that designs, engineers, and builds the complete fire apparatus from bumper to bumper. The full spectrum of vehicles is available including:

- Aerial
- Pumper
- Rescue
- Tanker
- Custom Options

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Pierce vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities
RFP #1905

CONTRACT TERM

CONTRACT NUMBER: PS20240

Effective Date: 05/27/2020

Initial expiration: 05/27/2023

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

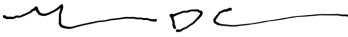
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



Equipment Proposal

Proposal # 1033

This Equipment Proposal (the “Proposal”) has been prepared by Ten-8 Fire & Safety, LLC (“Company”) in response to the undersigned Customer’s request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company’s Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company’s Purchasing Terms and Conditions.

Date: July 15, 2024 (“Proposal Date”)

Customer: Sandy Springs Fire Dept. (“Customer”)

Customer Address: 1 Galambos way, Sandy Springs, GA 30328

Qty	Product Description & Options	Price
1	Pierce custom pumper	\$1,339,290.00
	NPP.GOV discount	(\$10,440.00)
	North end consortium discount	(\$22,000.00)
	Prepay discount (100% due within 30 days of order)	(\$174,150.00)
	Trade of 2013 Quantum pumper (job 26881-02)	(\$30,000.00)
Total:		\$1,102,700.00
** Pricing is subject to change as follows: (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer (“OEM”). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order (“Order Month”) and a month 14 months prior to the then predicted “ready for pick up” date (“Evaluation Month”), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer’s approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.		

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **48** (months) after Company receives Customer’s acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company’s or manufacturer’s control.

Other: Price includes factory travel, training, and delivery. Prepay discount requires payment or Financing completed within 30 days of order placement.

Unless accepted within **60** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Sandy Springs Fire Dept

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: */s/*  **tive**

Print: **Jeff Amlong**

Date: **7/15/2024**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Tax Exempt Lease Purchase

7/16/2024

SALES ORGANIZATION:	Ten-8 Fire & Safety – Jeff Amlong	
LESSEE:	Sandy Springs	Contact information:
TYPE OF EQUIPMENT:	One (1) Pierce Enforcer	Kim Simon
	\$1,102,700.00 including discounts and \$30,000 trade in	Locator: B4-B230-06-07
EQUIPMENT COST:		
CUSTOMER DOWNPAYMENT:	\$0.00	155 East Broad St
TRADE-IN:	\$0.00	Columbus, OH 43215
DELIVERY TIME:	Per Contract	Ph: 614-670-3994
PAYMENT MODE:	Annual In Arrears	Fax: (866) 852-3101
FIRST PAYMENT DUE DATE:	May 2025	Kim.simon@pnc.com
LEASE COMMENCEMENT DATE:	Upon contract signing with Pierce (08/24)	

Term	3 years
Number of Payments	3 Annual
Payment Amount	\$399,864.38
Interest rate:	4.94%

NOTE: All lease documents must be fully executed within 7 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **Seven Days (7)** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent three years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Kim Simon



Option List

7/22/2024

Customer: SANDY SPRINGS, CITY OF
Representative Amlong, Jeff
Organization: Ten-8 Fire & Safety
Requirements Manager:
Description: Sandy Springs 2025 SQUAD
Body: Pumper, PUC, Aluminum
Chassis: Enforcer Chassis, PUC-NG

Bid Number: 1033
Job Number:
Number of Units: 1
Bid Date: 06/27/2024
Stock Number:
Price Level: 49 (Current: 49)
Lane:

Line	Option	Type	Option Description	Qty
1	0766589		Boiler Plates, PUC Pumper Fire Department/Customer - Sandy Springs Operating/In conjunction W-Service Center - Operating Miles - 75 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Ten-8 Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - 32579	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0056880		Requirements of Apparatus Manufacturer	1
13	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - up to 5	2
14	0009999		Service Facility (to be used as a base)	1
15	0536644		Customer Service Website	1
16	0733614		Consortium, NPPGov (LOC)	1
17	0537375		Unit of Measure, US Gallons	1
18	0030006		Bid Bond Not Requested	1
19	0816574		Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond, PPI Terms Percentage, Contract - 100	1
20	0000007		Approval Drawing	1
21	0002928		Electrical Diagrams	1
22	0889378		Enforcer Chassis, PUC-NG	1
23	0000110		Wheelbase Wheelbase - 220.00	1
24	0000070		GVW Rating GVW rating - 49,800	1
25	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
26	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
27	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
28	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
29	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
30	0000322		Oil Seals, Front Axle	1
31	0899288		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Speed	1
32	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
33	0530461		Axle, Rear, Meritor RS30-185, 31,000 lb, Saber/Enforcer	1
34	0818721		Top Speed of Vehicle, 68 MPH/109 KPH, Non-NFPA/ULC 2024	1
35	0635109		Suspen, Rear, Single Slipper Spring, 31,000 lb, Saber FR/Enforcer	1
36	0000485		Oil Seals, Rear Axle	1
37	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1

Line	Option	Type	Option Description	Qty
38	0641529		Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
39	0568081		Tire Balancing, Counteract Beads	1
40	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
41	0801932		Lug Nut, Covers, Stainless Steel	1
42	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
43	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
44	0739344		Mud Flap, Full Width, Rear, Chain Mount, Custom Logo	1
45	0002045		Mud Flap, Front and Rear, Pierce Logo	1
46	0760675		Chains, Onspot, Automatic Tire, Custom	1
47	0646362		Chocks, Wheel, Worden HWGY- SB, Super Gripper, (Up to 46" Diameter Tires)	1
			Qty, Pair - 01	
48	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - one forward and one rearward DS rear axle	
			Qty, Pair - 01	
49	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
50	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
51	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
52	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
53	0637584		Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
54	0790412		Air Dryer, Wabco System Saver 1200 IWT, Heated, SFR/Enf	1
55	0000790		Brake Lines, Nylon	1
56	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
57	0000860		Outlet, Air, with shut off valve	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
58	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
			Paint Color, Air Tanks - Black #98	
59	0891350		Compressor, Air, Kussmaul 091-9B-4, 120V Brake System	1
			Location - behind the driver seat	
60	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
61	0808515		Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	1
62	0811409		Not Required, Engine Contingency Adjustment	1
63	0001244		High Idle w/Electronic Engine, Custom	1
64	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
65	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
66	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
67	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - Flush With Rub Rail	
			Tip, Exhaust - Straight Tip (Standard)	
68	0788765		Radiator, Saber FR/Enforcer	1
69	0001090		Cooling Hoses, Rubber	1
70	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
71	0001129		Lines, Fuel	1
72	0889521		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
73	0552793		Not Required, Fuel Priming Pump	1
74	0552567		Shutoff Valve, Fuel Line @ Fuel Tank	1
75	0699437		Cooler, Chassis Fuel, Not Req'd.	1
76	0690880		No Selection Required From This Category	1
77	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
78	0644809		Transmission, Shifter, 6-Spd, Push Button, 4500 EVS, 4+2 Mode, AXT/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
79	0517604		Transmission Programming, Park to Neutral, PUC	1
80	0684459		Transmission Oil Cooler, Modine, External	1

Line	Option	Type	Option Description	Qty
81	0001375		Driveline, Spicer 1810	1
82	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
83	0509229		Steering Wheel, 2 Spoke	1
84	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - SANDY	
			Text, Row (2) Two - SPRINGS	
			Text, Row (3) Three - FIRE	
85	0692604		Winch, 9,000 lb. Ramsey, QM9000, Portable Receiver Type, Synthetic, Polished Fair	1
86	0018193		Bumper, 22" Extended, Painted, Reinforced, Saber FR/Enforcer	1
87	0640195		Tray, Hose, Center, 22" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
88	0611483		Hose Restraint, Bumper Tray, 2" Nylon Webbing, Fasteners	1
			Type of fastener - seat belt buckle	
89	0637790		Tray, (1) Hose Right Side of Bumper, 16" Deep, 13" Below & 3" Above	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 29) 30' of 5.00"	
90	0611455		Hose Restraint, Bumper Tray, 2" Nylon Webbing, Fasteners	1
			Type of fastener - seat belt buckle	
91	0778092		Lift & Tow Package, Enforcer	1
92	0002270		Tow Hooks, Chrome	1
93	0067702		Receiver, Portable Winch, At Front Bumper, 10K Pull, w/Power	1
94	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper	1
			Location - DS	
95	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
96	0625646		Cab, Enforcer, 7010, PUC	1
97	0747442		Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1
98	0887601		Cab Insulation, Enforcer/Saber FR	1
99	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
100	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	
101	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
102	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
103	0512716		Scuffplate, Rear of Engine Tunnel	1
			Material Trim/Scuffplate - a) 4-way alum, Bright	
104	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
105	0754125	SP	Scuffplate, Top Horizontal Edge of Rear Facing Seat Riser **	1
			Material Trim/Scuffplate - b) S/S, Brushed	
106	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
107	0015440		No Chrome Molding, On side of cab	1
108	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
109	0072189		Mirror, 8.00" Convex, Cab Front, Front Cross View	1
110	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
111	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
112	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
113	0633615		Steps, 4-Door Cab, Reduced Bottom Step, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
114	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
115	0552561		Steps, Stirrup, 4-way w/Grip Strut Insert, Cab & Crew Cab Doors	1
			Light, Step, Additional - P25 LED	
116	0892638		Lights, Cab & Crew Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
117	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
118	0557023		Handrail, 10", Below Cab Windshield, Pair	1
119	0627907		Window, Side of C/C, Fixed, w/EMS Cabinet, Saber FR/Enforcer	1
120	0012090		Not Required, Windows, Front/Side of raised roof	1
121	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1

Line	Option	Type	Option Description	Qty
122	0786299		Window Tint, Behind Cab Door, Left Side, Privacy Dark Gray	1
123	0786284		Window Tint, Behind Cab Door, Right Side, Privacy Dark Gray	1
124	0786279		Window Tint, Crew Cab Door, Right Side, Privacy Dark Gray	1
125	0786286		Window Tint, Upper Crew Cab Door, Right Side, Privacy Dark Gray	1
126	0786290		Window Tint, Crew Cab Door, Left Side, Privacy Dark Gray	1
127	0786294		Window Tint, Upper Crew Cab Door, Left Side, Privacy Dark Gray	1
128	0651518		Window Protector Bars, Knurled, Crew Doors, 3" Above Window Sill Plate	1
129	0619947		Lip, Dash Board, 1.00" Aluminum Angle Lip, Officer Side	1
130	0617446	SP	Lip, Dash Board, 1.00" Aluminum Angle Lip, Location, Each	1
			Location - upper dash area, officer side	
			Qty, - 1	
131	0553057		Holder, Cup, Cab/Crewcab, Each	4
			Qty, - 04	
132	0722796		Dash, Poly, Saber FR/Enforcer	1
133	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .50"	
			Material Finish, Cab Interior - Painted	
134	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Red	
			Engine Tunnel Cover - Red Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
135	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - d) red	
136	0888187		Floor, Rubber Padded/Treadplate, Cab & Crew Cab, Blister, Enforcer PUC-NG	1
137	0722696		HVAC, Standard-Duty, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
138	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
139	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
140	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
141	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
142	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Shipped Loose	
143	0599959		Straps, Velcro, Map Box, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Shipped Loose	
144	0002510		Map Pocket, Velcro, Pair	1
145	0583039		Not Required, Side Roll and Frontal Impact Protection	1
146	0622619		Seating Capacity, 4 Seats	1
147	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, PRIMARY, SFR/Enf	1
148	0632925		Seat, Officer, Pierce PSV, Air Ride, SCBA, PRIMARY, SFR/Enf	1
149	0002517		Not Required, Radio Compartment	1
150	0780226	SP	Cabinet, Rear Facing, LS, 23 W x 30 H x 24.25 D, Radius Door, Sp Mtg, SFR/Enf	1
			Light, Short Cabinet - Pierce, Interior, Left Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Gortite, Int Painted, Non-Locking	
			Louvers, Cabinet - Louvers, Back	
151	0102783		Not Required, Seat, Rr Facing C/C, Center	1
152	0767391		Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Radius, SFR/Enf	1
			Light, Short Cabinet - Pierce, Interior, Right Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Gortite, Int Painted, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
153	0632947		Seat, Fwd Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Foldup, SECONDARY, SFR/Enf	1

Line	Option	Type	Option Description	Qty
154	0763679	SP	Cabinet, Fwd Fcng, Ctr, 36 W x 24 H x 28 D, 2" Web, Arm, Stg, SFR/Enf PUC Type of fastener - seat belt buckle Restraint Location - Bottom (towards the ground) Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip Louvers, Cabinet - 0-No Louvers	1
155	0632874		Seat, Fwd Fcng C/C, RS Otrd, Pierce PSV, SCBA, Foldup, SECONDARY, SFR/Enf	1
156	0789943	SP	Compt, Locking Drug, 42 W x 18 H x 12 D, Liftup Door, Loc Feat Location - centered on the cab rear wall flush with the ceiling (match job 31441) Light, Overhead Compt - Pierce, Horizontal Mounted	1
157	0589269		Shelf, Adjustable, EMS Compt, .75" Lip Location - upper rear wall cabinet (0789943) in the cab Qty, Shelf - 01	1
158	0680605		Rack, Storage, Alum, Latex Gloves (3) Location - ship loose Qty, - 1	1
159	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Red Qty, - 04	4
160	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
161	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
162	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
163	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
164	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
165	0774463		Handlts, (4) Streamlight, Vulcan 180, 44315, 12v, Orange Location, Portable Hand Light - TBD	1
166	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - E-Master Only	1
167	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
168	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
169	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
170	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
171	0802942		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, MUX, Enforcer Location, Wiper Control - Standard Location	1
172	0821261		Wiring, Spare, 20 A 12V DC, 12 Circuit Fuse Block, Blue Sea 5026 2nd NFPA1900 Qty, - 01 12vdc power from - Battery switched Location - high on the side wall closest to the exterior	1
173	0820897		Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900 Location, Wiring - Engine Tunnel - Officer's Side 12vdc power from - Battery direct Wire termination - Butt Splice	1
174	0820904		Wiring, Spare, 15 A 12V DC 1st NFPA1900 Qty, - 05 12vdc power from - Ignition power Wire termination - 15 amp power point plug Location, Spare Wiring - (2) officer side dash (1) in the DS rear facing EMS cabinet (high on side wall) (2) in box, top of the forward facing EMS cabinet, centered, one each side of the USB outlet, must be forward facing	5
175	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900 Location, Wiring - Engine Tunnel - Officer's Side 12vdc power from - Battery direct Wire termination - Butt Splice	1

Line	Option	Type	Option Description	Qty
176	0821445		Wiring, Spare, 20 A 12V DC, 12 Ckt Fuse Blk, Blue Sea 5032, Batt Dir 1st NFPA1900 12vdc power from - Battery direct Location - 1 each upper rear corner, PS rear facing EMS cabinet One centered high in the forward facing ems cabinet 12vdc power from 2 - a) battery direct	1
177	0820909		Wiring, Spare, 15 A 12V DC 4th NFPA1900 Qty, - 03 12vdc power from - Battery switched Wire termination - Butt Splice Location, Spare Wiring - one per side in the wire raceway, above crew cab doors one to the officer side dash	3
178	0819994		Radio, Jensen, AM/FM/WB, Bluetooth Speakers, AM/FM Radio - One (1) pair of speakers, Cab Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1
179	0679284		Switch, 12V (Inst Pnl), AM/FM Radio, Off Switch, Auto On Location - DS, match 32578	1
180	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
181	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
182	0606248		Vehicle Data Recorder w/CZ Display Seat Belt Monitor, Unique Alarm	1
183	0808297		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless, V2 Location - TBD	1
184	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio Radio, First Two-Way Make - Motorola High Power Radio, First, Two-Way Model - Motorola APX 7500 HP	1
185	0794480		Headset, Firecom, Wireless, UHW-507 Under Helmet, Radio Transmit, Bluetooth Qty, - 02 Location - driver and officer	2
186	0602027		Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only Qty, - 02 Location - CC Seats	2
187	0819255		Hangers For Headsets, NFPA/ULC 2024, Each Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrdr Fcng Seat and PS Outbrd, Fwrdr Fcng Seat	4
188	0597940		Install Customer Provided Two-Way Radio Speaker(s) Location - overhead center and centered below the overhead cabinet in the crew cab Qty, - 02	2
189	0670250		Install Customer Provided Two-Way Radio(s), Enforcer Chassis Qty, - 01	1
190	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
191	0062356		Antenna Mount, Variable Thickness, Custom Location - centered behind lightbar Qty, - 02	2
192	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714 Camera System Audio - Not Provided	1
193	0814831		Not Required, Camera Switcher	1
194	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Cross Tube	1
195	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
196	0896456		Prognostics, Electrical System	1
197	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial Subscription, Telematics - 3 Year Subscription	1
198	0624253		Electrical System, Enforcer MUX	1
199	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
200	0008621		Battery System, Single Start, All Custom Chassis	1

Line	Option	Type	Option Description	Qty
201	0002698		Battery Compartment, Saber/Enforcer	1
202	0641527		Battery Charger/Converter, Progressive Dynamics PD2180, 80 Amp	1
203	0814869		Location, Cab, Charger, Behind Driver Seat	1
204	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
205	0816871		Inverter, Xantrex Freedom X, 817-1000, Non-NFPA 2024 Batt Sw	1
206	0814953		Location, Body, Inverter, LS Forward Compartment	1
			Location, Comp Body - High On Left Wall	
207	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - the Kussmaul Pump Plus	
208	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
209	0783395		Transfer Switch, Generator to Shoreline 30 Amp and Under	1
210	0009429		Electric Power Only, Portable Winch	4
			Location - all winch recievers'	
			Qty, Receptacles - 04	
211	0647728		Alternator, 430 amp, Delco Remy 55SI	1
212	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
213	0723502		Headlights, Rect LED, HiViz FT-4X6-4KIT, Wrp 6RB**, AXT/DCF/Enf/Sab	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Out Corner - Red	
			Color, Lt PS Frnt Out Corner - Red	
			Color, Trim - Chrome	
			Color, Headlight Housing and Trim - Polished Housing and Chrome Trim	
214	0815831	SP	Light, Directional, HiViz FT-TL-GSMJR-TURN, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab	1
			Color, Lens, LED's - c)clear	
			Color, Trim - Chrome Trim	
215	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
216	0734348		Lights, Clearance/Marker, Side Wln OSA00MCR 2 Lts, Others With Visor Lt	1
217	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
218	0591889		Lights, Clearance/Marker/ID, Rear, Wln OSR00MCR LED 7Lts	1
219	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
220	0085910		Lights, Backup Included in Signal Cluster	1
221	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
222	0589905		Alarm, Back-up Warning, PRECO 1040	1
223	0769569		Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	1
224	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
225	0769560		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
226	0896454		Enhanced Software for Perimeter Lts	1
227	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
228	0743527		Light, Roof Mt, HiViz, FT-B-72-ML-*, Cnt Feature MUX	1
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
229	0736729		Lights, HiViz FT-GESM LED 2nd	1
			Location - high between the DS cab doors	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix	
230	0736731		Lights, HiViz FT-GESM LED 1st	1
			Location - high between the PS cab doors	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix	
231	0733343		Lights, HiViz FT-GESM* LED 1st	1
			Location - DS upper body toward the rear (forward of the warning light)	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS	

Line	Option	Type	Option Description	Qty
231			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix	
232	0733336		Lights, HiViz FT-GESM* LED 2nd	1
			Location - PS upper body toward the rear (forward of the warning light)	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Wht Fix	
233	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
234	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear SS	
235	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
236	0743346		Lights, Rear Scene, HiViz FT-GSMJR-*, Surface Mt	2
			Location, Lights - one per side, high on the rear	
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS and Cup Switch LS Rear	
			SS Painted Black	
			Color, Trim - Chrome Trim & Optic Holder	
237	0763248		Lights, Walk Surf, Amdor AY-LB-12HW0**, LED, Cargo Areas	2
			Location - front and rear	
			Qty, Cargo Lts - 2	
238	0518282		Pumper, PUC, Aluminum	1
239	0554271		Body Skirt Height, 20"	1
240	0519696		Tank, Water, 500 Gallon, Poly, Rectangle, Form Fitting, PUC	1
241	0003405		Overflow, 4.00" Water Tank, Poly	1
242	0028104		Foam Cell Required	1
243	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
244	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
245	0003429		Not Required, Direct Tank Fill	1
246	0003424		Not Required, Dump Valve	1
247	0048710		Not Required, Jet Assist	1
248	0030007		Not Required, Dump Valve Chute	1
249	0514778		Not Required, Switch, Tank Dump Master	1
250	0597043		Body Height, PUC/HDRP	1
			Body Height - 95.00"	
251	0199241		Hose Bed, Aluminum, Pumper, PUC	1
252	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
253	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - From left to right 300' of 2.5" / 600' of 3" / 1000' of 5"	
			/ 300' of 3	
254	0003488		Divider, Hose Bed, Unpainted	3
			Qty, Hosebed Dividers - 3	
255	0806306		Straps, Top of Hose Bed	1
256	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - Velcro Straps/Footman Loops	
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
257	0648736		Crosstube, Reinforcement, Above Hose Bed	1
			Location - high	
			Material/Finish, Cross Tube - Painted Match Lower	
			Size, Crosstube - 2"x3"	
258	0609165		Compt, Hose Bed, Enclosed	1
			Location - DS of the dunnage area, to cover from the side sheet to the center line of the available space.	
			Size - to fit	
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Latch, Door, Storage - Southco C2 Chrome Raised, Pair	
			Hinge Location - Left Side	
			Material, Top of Hose Bed Compartment - Aluminum Treadplate	
259	0089471		Cutout, Handhold, in Hose Bed Divider	3
			Qty, - 03	
260	0611509		Running Boards, Flip Out, PUC	1
261	0642389		Tailboard, 18" Deep, Full Width, Angled Corners, PUC/HDRP	1

Line	Option	Type	Option Description	Qty
262	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
263	0683796		Tow Bars, (2) w/Hitch Receiver, Rear/Sides, Under Body, For Portable Winch Only	1
264	0656764		Construction, Compt, Alum, Pumper, PUC	1
265	0515256		LS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC **	1
266	0671843	SP	RS 214" Rollup, (1) 22" Fwd, (1) 62" Fwd, (1) 52" Rr, FH/FD Frt & Rr, PUC **	1
267	0692733		Doors, Rollup, Gortite, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Locking, 751, AXT/Qtm/Dash CF/Saber	
			Cab	
268	0599445		Compt, Rear, Rollup, 33.50" FF, w/Tailboard, PUC/HDRP	1
269	0692743		Door, Gortite, Rollup, Rear Compartment, PUC	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Locking, 751, AXT/Qtm/Dash CF/Saber	
			Cab	
270	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
271	0689539		Lights, Compt, Pierce, LED Light Strip, 36", Additional	4
			Location, Lights - forward and rear door frame of the speedlay area, (like compartments)	
			Qty, - 04	
272	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
273	0515685		214" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC	1
			Size, Hatch Compt, Height - 25.00"	
			Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding	
			Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Smooth	
			Weld	
			Matting, Floor, Hatch Compt - Turtle Tile - Black	
274	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
275	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
276	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
277	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	13
			Qty, Shelf - 13	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - RS4-Centered, RS4-Lower Third, RS4-Upper Third, RS1-Upper Third Left of Partition, RS1-Upper Third Left of Partition (2nd), RS2-Upper Third Right of Partition, RS2-Lower Third Right of Partition, RS3-Lower Third Left of Partition, RS3-Upper Third Left of Partition, LS1-Centered Left of Partition, B1-Centered Left of Partition, LS3-Upper Third and LS3-Lower Third Left of Partition	
278	0618038	SP	Plate, Adjustable, .50", Full Width/Depth, D/A, 3G	1
			Qty, Shelf - 01	
			Location, Shelf - D3, as low as possible over C-TECH cabinet	
279	0601834		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Max Width/Depth, 3G	2
			Location - D1 - upper third, left of partition, P3 - upper 3rd, over all shelves	
			Qty, Tray (slide-out) - 02	
			Finish - Painted, Compt Interior, Spatter Gray	
280	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	2
			Qty, - 02	
			location - in P3, forward of the partition to support the toolboards. trays to be 12" width ID	
			Material - Painted - Spatter Gray	
281	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS3 - Left of Partition and RS4	
			Material Finish, Tray - Painted - Spatter Gray	
282	0725644		Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide, 24" Deep	1
			Qty, - 01	
			Location - D3, floor mounted, to the rear of the divider. space should be 14" wide X 30" tall X full depth, or as large as possible.	
			Size, Drawer Height 1 (Top) - 5.00"	
			Size, Drawer Height 2 - 8.75"	
			Size, Drawer Height 3 - 8.75"	

Line	Option	Type	Option Description	Qty
283	0650435		Toolboard, Swing-Out, Alum, .188", No Holes, 3G location - D2 to the rear of the compartment Qty - 1 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Finish, Pegboard/Toolboard - Painted - Spatter Gray	1
284	0617454		Toolboard, Slide-out, Alum, .188", Peg Board, Painted, 3G, Slides Top and Bottom location - P1, to the right of the partition Qty - 1 Mounting, Toolboard - Adjustable side-side	1
285	0641139		Toolboard, Swing-Out, Alum, .188", No Holes, 3G, Additional location - D2 located towards the exterior of the rearward board Qty - 1 Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back Finish, Pegboard/Toolboard - Painted - Spatter Gray	1
286	0622249		Toolboard, Alum, Adj, Added to Standard Depth Slide-Out Tray Finish - Painted, Compt Interior, Spatter Gray location - forward of the partition in P3 Qty - 2	2
287	0726447		Partition, Vertical Compt, Adjustable Qty, Partition - 02 Location - in the PS rear hatch compartment, equally spaced	2
288	0726412		Partition, Trans Rear Compt, PUC/HDRP Qty, Partition - 02 Location, Partition - c) both sides Material Finish, Partition - Painted - Spatter Gray	2
289	0721316		Partition, Vertical Compt, Special Location Qty, - 06 Material Finish, Partition - Painted - Spatter Gray Location Within Compartment - Comp D1 - 12" from the rear wall / P1 - 15.5" off the forward wall / P3 - 26.5" off the rear wall / P2 - 19" off the rear wall / P2 - 12" off the front wall/ P2 - 24" off the front wall Location, Compartment, Predefined - B1	6
290	0726403		Partition, Vertical Compt, Special Height Qty, Partition - 01 Fill in Blank - 11" tall Location - D3, on top of the fixed shelf, 12" from the forward wall, 11" tall Material Finish, Partition - Painted - Spatter Gray	1
291	0726410		Partition, Vertical, Hatch Compt, Bolt In Qty, Partition - 01 Location Within Compartment - One in the DS forward hatch comp, dividing it longways	1
292	0726457		Partition, Vertical Compt, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - B1 - Centered Material Finish, Partition - Painted - Spatter Gray	1
293	0539811		Box, Poly Tool Location - P1 on both upper shelves Qty, Comp. Accessory - 06 Color - 1) black Length - 23.00" Width - 10.00" Depth - 8.00"	6
294	0539812		Box, Poly Tool, Additional Location - P3 on the shelves Qty, Comp. Accessory - 06 Color - 1) black Length - 24.00" Width - 10.00" Depth - 8.00"	6
295	0554385		Box, Poly Tool, Special Size Location - P3 on the tilt/slide out tray Qty, Comp. Accessory - 03 Size - 24" Long x 8" Wide x 8" Deep	3

Line	Option	Type	Option Description	Qty
295			Color - 1) black	
296	0889367	SP	Slide Out Work Surface, With Tool Storage, Adjustable Height Location - D1 about waist high Qty, - 1	1
297	0733992	SP	Compt, Under Front Body, Right Side, w/Slide Drawer, 214" PUC Latch, Door, Storage - "D" Handle Latch	1
298	0651339		Material, Drawer Face, Under Body Compt - Aluminum Treadplate Webbing, Retention 1.00" Nylon Strap, Top/Bottom Fastened Fixed, 2" Box Pattern Location - R1 Qty, - 01 Type of fastener - 1" side release Restraint Location - Bottom (towards the ground)	1
299	0028026		Matting, Turtle Tile, Compartment Shelving Only Location - D3, D1, R1,P4. No turtle tile in shelf or trays that contain poly boxes or in the P2 shelves. Qty, Shelf - 10 Color - 1) black	10
300	0659383		Matting, Turtle Tile w/Ramp, Compartment Floors Location - D3 Qty, Comp. Accessory - 01 Color - 1) black Color, Tile Edge - black	1
301	0027096		Rack, Air Bags Inside Compartment, Each Location - Compartment P1 -Bag 1 - mounted to the upper shelf. Bag 2 - mounted on the upper shelf. Bag 3 - mounted on the lower shelf Qty, Comp. Accessory - 03 Size - bag 1 - 15" X 15" X 1.5" bag 2 - 12" X 12" x 1.5" bag 3 - 21" X 21" X 1.5"	3
302	0695412		Finish - Painted, Spatter Gray Rack, Air Bags Inside Compartment, 2-Slot Location - P1, to the right of the partition, mounted on the floor, vertical Size - 42" tall X 15" deep X 1.5" wide - dimensions are per slot Finish - Painted, Spatter Gray	1
303	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
304	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G Material Finish, Fender Liner - Painted black 101	1
305	0519849		Not Required, Hose, Hard Suction	1
306	0527021		Handrails Located @ Front Body	1
307	0664688		Handrails, Rear, PUC/HDRP	1
308	0000941		No Rear Hose Bed Handrail Required	1
309	0505105		Handle, Grab, Chrome, Each Location, Handrails - one each side of traffic adviser on rear cross tube (see AD print) Qty, Handrails - 02	2
310	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia Qty, - 01 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
311	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - LS Fwd and Triple - RS Fwd Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	2
312	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
313	0635956		Ladder, 14' Duo-Safety 775-DR Roof Qty, - 01	1
314	0795206	SP	Ladder Storage, Thru-Tunnel, Horizontal, PUC Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - Southco C2 Chrome Flush, Pair Door Type - lift up with 2 stay arms	1
315	0733387		Ladder, 10' Duo-Safety Folding 585A	1

Line	Option	Type	Option Description	Qty
316	0816920		Pike Pole, Provided by Fire Department, NFPA/ULC 2024 Qty, - 01	1
317	0816918		Pike Pole Make/Model - Akron 10' Pike Pole Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024 Qty, - 01	1
318	0769733		Pike Pole Make/Model - Darley 6' Pike Pole Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Raised Hinge Location - Outboard	1
319	0763089	SP	Tubes, Alum, Pike Pole Storage, 4.75" ID/5.00" OD Location - stacked 3 high to the rear of the lower crosslays. For storage of rescue struts, not pike poles. Qty, Pike Pole Tubes - 03	3
320	0058193		Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head Location - pike pole storage Qty, Pike Pole Tubes - 02	2
321	0521734		No Steps Required, Front Of Body, PUC	1
322	0515521		Ladder, Top Access, Alum, LH Rear, PUC/HDRP Do Not Move Truck Indicator - No DNMT indicator	1
323	0724153		Step, Folding - Extra, Body Only, w/LED, Trident Qty, Folding Step - 02 Location, Additional Step - RS rear bulkhead Coating, Step - black	2
324	0553267	SP	Step, Wedge, Special Width, Rear Of Body, 8.00" Location, Additional Step - rear of the truck, below the hosebed Qty, - 01 Fill in Blank - match the hose bed opening	1
325	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
326	0520016		Not Required, Pumphouse Structure, PUC	1
327	0889385		Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	1
328	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
329	0889382		Gear Case, Integrated Pump Transmission, PUC-NG, Paccar	1
330	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
331	0515829		Pump Shift, Sure-Shift	1
332	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
333	0515835		Auxiliary Cooling System, PUC	1
334	0014486		Not Required, Transfer Valve, Single Stage Pump	1
335	0777650		Valve, Relief Intake, Akron Pressure Setting - 125 psig Intake Relief Valve Control - PUC Access Through Crosslay Floor	1
336	0724463		Controller, Pressure, Pierce LCD, PUC Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - No Mode/Default Press Setting	1
337	0072153		Primer, Trident, Air Prime, Air Operated	1
338	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
339	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
340	0795135		Plumbing, Stainless Steel, w/Foam System	1
341	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
342	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
343	0084610		Valves, Akron 8000 series- All	1
344	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC Qty, Inlets - 2	2
345	0004700		Control, Inlet, at Valve	1
346	0004660		Inlet (1), Left Side, 2.50"	1
347	0004680		Inlet, Right Side, 2.50"	1
348	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
349	0092569		No Rear Inlet (Large Dia) Requested	1
350	0064116		No Rear Inlet Actuation Required	1
351	0092696		Not Required, Cap, Rear Inlet	1
352	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
353	0092568		No Rear Auxiliary Inlet Requested	1
354	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1

Line	Option	Type	Option Description	Qty
355	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
356	0595508		Outlet, Tank Fill, 1.50", PUC	1
357	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
358	0521216		Outlet, Left Side, 2.50" (1), PUC	1
359	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
360	0092570		Not Required, Outlets, Left Side Additional	1
361	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
362	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC **	1
			Qty, Discharges - 01	
363	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
364	0092571		Not Required, Outlets, Right Side Additional	1
365	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
366	0818640		Outlet, Large Diameter, Right Side, Akron Valve, PUC	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI	
367	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
368	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
369	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
370	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
371	0537394		Not Required, Outlet, Rear, Additional, PUC	1
372	0537395		Not Required, Elbow, Rear Outlets, Additional	1
373	0516824		Outlet, Front of Hose Bed, 2.50", PUC	2
			Qty, Discharges - 02	
			location - one on the PS and one on the DS (approximately 3" off the wall)	
374	0085076		Caps for 1.50" to 3.00" Discharge, Chain	1
375	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
376	0820288		Outlet, 3.00" Deluge w/3.00" Valve, w/TFT RC3 Extend-a-Gun 18", PUC	1
377	0739657		Monitor, TFT Hurricane XFIH-E, Electric, Panel and Wireless Control	1
			Monitor Finish - Painted by OEM	
378	0054847		Nozzle, TFT Master Stream M-ER, 1250 GPM, Electric	1
379	0075261		Deluge Mount, TFT Hurricane For RC3 Extend-A-Gun Only	1
380	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
381	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Drip Pan - Drip Pan Not Required	
			Paint Break, PUC Crosslay Door - Not Required	
382	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
383	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 250'	
384	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 250'	
385	0749403		Mounting, Stokes, Upper Crosslay Module, Strap, PUC	1
			Size, Stokes Basket - 84 X 24 X 8	
386	0015216		Reel, Booster, Aluminum - Over Pump, Right Side	1
387	0005281		Switch, Reel Rewind - Stirrup, 1 Reel/1 Switch	1
388	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
389	0005244		Capacity, Hose Reel 200' of 1"	1
390	0007428		Nozzle for Booster Reel Not Req'd	1
391	0025028		Cutout for Reel Access, W/ Roller Assembly	1
			Location - PS side sheet	
			Qty, - 1	
392	0032137		Foam Sys, External	1
393	0012126		Not Required, CAF Compressor	1
394	0552517		Not Required, Refill, Foam Tank	1

Line	Option	Type	Option Description	Qty
395	0031896		Demonstration, Foam System, Dealer Provided	1
396	0530519		Foam Cell, 30 Gallon, Not Reducing, PUC	1
			Type of Foam - Class "B"	
			Foam, Brand Name - TBD	
397	0091036		Drain, 1.00" Foam Tank #1	1
398	0091079		Not Required, Foam Tank #2	1
399	0091112		Not Required, Foam Tank #2 Drain	1
400	0734686		Tag(s), Special Color(s)/Special Wording, Plumbing, Features	9
			Color, Discharge Tag - match 26881 as close as possible	
			Qty, - 09	
			Wording, Discharge - STD	
401	0032479		Pump Panel Configuration, Control Zone	1
402	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
403	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
404	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
405	0516983		Gauges, Engine, Included With Pressure Controller, PUC	1
406	0005601		Throttle, Engine, Incl'd w/Press Controller	1
407	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
408	0549333		Indicators, Engine, Included with Pressure Controller	1
409	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
410	0763096		Fittings, Compression IPO PTC, All Pump Panel Gauges **	1
411	0806875		Speaker, Amplified, Weatherproof @ Pump Panel, w/On-Off, Volume, 410	1
			Location - the two way radio in switch panel location #4	
412	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
413	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
414	0756688		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
			Activation, Water Level G - pb) parking brake is applied	
415	0815528	SP	Water Level Gauge, Hiviz FT-G25-*, Grn-Blu-Amb-Red, Vertical Mnt.	2
			Location - one per side, high and to the rear of the CC Door	
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Color, Trim - Chrome Trim	
416	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
417	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
418	0805563	SP	Air Horn, (1) Buell, Model R-46 Triplex Kit, Behind Bumper	1
			Location - where best suited	
419	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
420	0016056		Valve, Air Horn Shutoff	1
421	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
422	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, Above Eng Tunnel Center	
423	0076156		Control, Elec Siren, Head Only	1
424	0601304		Speaker, (2) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
425	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
426	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
427	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
428	0748305		Control, Mech Siren, Multi Select	1
429	0748282		Control, Mech Siren, Ft Sw LS	1
430	0748281		Control Mech Siren, Ft Sw RS	1
431	0734674		Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	1
432	0735899		Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
433	0812521	SP	Control System, Supplier Based, Electrical, HiViz Connect, CZ, HVC	1
434	0824788		Not Required	1
435	0821625		Modules, Zone Control, Rear, HVC	1
			Location - where best suited	
436	0746353		Not Required, Warning Lights Intensity	1
437	0812509	SP	Lightbar, Hiviz,FT-HVC-OMEN-84, 84" , HVC	1

Line	Option	Type	Option Description	Qty
438	0016380		No Additional Lights Req'd, Side Zone Upper	1
439	0825757	SP	Lights, Front Zone, Hiviz FT-HVC-GSMJR-WN-**, 6lts Wrap, HVC Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Red Color, Lt DS Front Inside - Left Red Color, Lt PS Front Inside - Right Red Color, Lt DS Frnt Out Corner - Red Flashing Color, Lt PS Frnt Out Corner - Red Flashing	1
440	0753218	SP	Light, Front, Wln WIONSM# LED, 1st Location, Lights - (2) mounted in the upper front grille corners at 45 degrees and (2) mounted horizontally under the lower grille tube near the corners Qty, - 04 Color, Lights, Warning - Red Left, White Right Color, Trim - Chrome Trim	4
441	0651432		Light, Front, Wln Dominator Plus DP8 30.36", 8-Red, Mid Grl Mt Location, Lights - directly under the upper grille cross tube, under the Rota-Beam beam light	1
442	0817187	SP	Light, Front, Hiviz FT-HVC-GSMJR-WN-**, HVC 1st Location, Lights - on the grille, below the upper cross tube, centered Qty, - 01 Color, Lights, Warning - a) white Control, Light - f) emerg master Color, Trim - Chrome Trim	1
443	0812500		Lights, Side Zone Lower, HiViz, Separated into Front, Middle, Rear, HVC	1
444	0815224	SP	Lights, Side Zone Lower Front, Hiviz FT-HVC-GSMJR-WN-**, HVC Location, Lights Front Side - b)each side bumper Color, Trim - Chrome Trim Color, Lt Side Frnt RS Cmb - Red Color, Lt Side Frnt LS Cmb - Red	1
445	0815225	SP	Lights, Side Zone Lower Middle, Hiviz FT-HVC-GSMJR-WN-**, HVC Location, Lights Mid Side - Rearward of Crew Cab Doors Color, Trim - Chrome Trim Color, Lt Side Mid LS Cmb - Red Color, Lt Side Mid RS Cmb - Red	1
446	0812504	SP	Lights, Side Zone Lower Rear, Hiviz FT-HVC-GSMJR-WN-**, HVC Location, Lights Rear Side - Over Rear Wheels Color, Trim - Chrome Trim Color, Lt Side Rear RS Cmb - Red Color, Lt Side Rear LS Cmb - Red	1
447	0895683		Lights, Door Interior Flash, 4 Dr Cab, Wln T0*00F*R LED, 2" Round Color, Lens, LEDs - Clear Color, Trim - Black Trim Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Door Pan Color, Lt Cab Left - Amber Flashing Color, Lt Cab Right - Amber Flashing Color, Lt Crew Cab Left - Amber Flashing Color, Lt Crew Cab Right - Amber Flashing	1
448	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Over Window	1
449	0644686		Lights, Side Rf, Wln M4** LED, Paint Brkt, Custom 6lts Location, Light Bar - b) over the crew cab doors Color, Lens, LED's - c)clear Color, Lt Side Front - Red Color, Lt Side Middle - Red Color, Lt Side Rear - Red	1
450	0819486	SP	Lights, Side, Hiviz FT-HVC-GSMJR-WN-**, HVC Location, Lights - One per side, high on the side of the body. Front, and Front bumper, one per side on the 45 degree slant Qty, - 04 Color, Lights, Warning - Red Control, Light - b) side warning Color, Trim - Chrome Trim	4

Line	Option	Type	Option Description	Qty
451	0825736	SP	Lights, Side, HiViz FT-G25-*, Recessed in Cab Steps, 4lts, AXT/DCF/Enf/Imp/Vel Color, Lights, Warning - Red Control, Light - f) emerg master Color, Trim - Chrome Trim	1
452	0825776	SP	Lights, Side, HiViz FT-G25-*, Recessed into Runningboard, 1st Location, Lights - Two under P1, two under P3, two under D1 and two under D3 Should be at the outer edge of the rub rail under each compartment Qty, - 08 Color, Lights, Warning - Red Color, Trim - Chrome Trim	8
453	0815204	SP	Lights, Rear Zn Lwr, Hiviz FT-HVC-GSMJR-WN-**, HVC Color, Lt DS Rear - Left Red Color, Lt PS Rear - Right Red Color, Trim - Chrome Trim	1
454	0815482	SP	Lights, Rear, Hiviz FT-HVC-GSMJR-WN-**, 1st, HVC Location - one per side mid level height (About the level of the hose bed) Qty, - 02 Color, Lights, Warning - Red Flashing Control, Light - f) emerg master Color, Trim - Chrome Trim	2
455	0820200	SP	Lights, Rear/Side Up Zone, Hiviz FT-HVC-GSMJR-WN-**, 4lts, HVC Color, Lt, Side Rear Upper DS - Red Color, Lt, Side Rear Upper PS - Red Color, Lt, Rear Upper DS - Red Color, Lt, Rear Upper PS - Red Color, Trim - Chrome Trim	1
456	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
457	0590000		No Hose Bed Warn Light Brackets Required, Lights Mounted on Hatch/Body Compts, PUC	1
458	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Not Connected	1
459	0529908		Location, TDL, Over Hose Bed, Cross Tube (Not Included), Treadplate Box	1
460	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
461	0779698		Receptacle Strip, 15A 120V 6-Place, Interior Body Qty, - 01 Location 1 - P4, upper rear wall AC Power Source - Gen to Shoreline Transfer Switch	1
462	0519934		Not Required, Brand, Hydraulic Tool System	1
463	0649753		Not Required, PTO Driven Hydraulic Tool System	1
464	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
465	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
466	0519913		Not Required, Soft Suction Hose	1
467	0027023		No Strainer Required	1
468	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
469	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
470	0816998		Axe, Flathead, Provided by Fire Department	1
471	0817000		Axe, Pickhead, Provided by Fire Department	1
472	0741569		Paint Process / Environmental Requirements, Appleton	1
473	0709565		Paint, Three-Tone Color, Enforcer Paint Color, Upper Area, Predefined - #90 red Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - Match Upper Color Paint Break, Cab - Standard Three-Tone Cab Break Paint Color, Middle Area, Predefined - #10 White	1
474	0709845		Paint, Single Color, Body Paint, Body - Match Lower Cab	1
475	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
476	0693797		No Paint Required, Aluminum Front Wheels	1
477	0693792		No Paint Required, Aluminum Rear Wheels	1
478	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1

Line	Option	Type	Option Description	Qty
479	0007230		Compartment, Painted, Spatter Gray	1
480	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
481	0007356		Reflective across Cab Face	1
482	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
483	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
484	0670030		Stripe, Reflective, Toolboard, DOT Red/White Style	3
			Location - body compartments	
			Qty, - 03	
485	0671878		Stripe, Reflective, Slide Out Tray, Front and Sides, DOT Red/White Style	5
			Location - body compartments	
			Qty, - 05	
486	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Fluorescent Yellow-Green 983-23	
			Color, Chevron DG - B - Red 983-72	
487	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
488	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - r) red diamond grade	
489	0680371		Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
490	0027372		Lettering Specifications, (GOLD STAR Process)	1
491	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
492	0686213		Lettering, Gold Leaf, 8.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
493	0686288		Lettering, Gold Leaf, 3.00", Each	7
			Qty, Lettering - 07	
			Outline, Lettering - Outline and Shade	
494	0503761		Plate, Smooth Aluminum for Lettering	1
			Location - front bumper cover (match 32581)	
			Qty, - 1	
			Size - 6" x 35"	
495	0655896		Sign Kit, Painted, Holder and Insert, Each	2
			Location - per print	
			Qty, - 02	
			Size - 10X12 painted	
496	0741843		Lettering, Reflective, Full Width Mud Flap, 1 Color	1
			Configuration - SQUAD	
			Font, Lettering, Mud Flap - Full Block	
			Outline, Lettering, Mud Flap - Red Outline	
			Color, Lettering, Mud Flap - White	
497	0564016		Emblem, Helmet Logo w/Gold Leaf Lettering, 10" America's Bravest, Pair	1
			Qty, - 1	
			Location, Emblem - center cab windows	
498	0068923		Emblem, Maltese Cross, Gold Leaf, 9"-11", Pair	1
			Qty, - 01	
			Location, Emblem - cab door	
499	0695610		Emblem, Reflective, Per Dept. Submittal, Each	1
			Qty, - 01	
			Location, Emblem - R1	
			Size, Dept Seal, Reflect - 24" - 26"	
500	0654570		Emblem, Vinyl, Per Dept. Submittal, Each	2
			Qty, - 02	
			Location, Emblem - Side of cab, per print	
			Size, Dept Seal, Vinyl - 7"-9"	
501	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1

Line	Option	Type	Option Description	Qty
502	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
503	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
504	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
505	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
506	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
507	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
508	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
509	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
510	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
511	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
512	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
513	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
514	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
515	0695416		Warranty, Pierce Camera System, WA0188	1
516	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
517	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
518	0685945		Warranty, Transmission Cooler, WA0216	1
519	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
520	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
521	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
522	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
523	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
524	0641372		Warranty, Foam System, Not Available	1
525	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
526	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
527	0819254		Certification, Vehicle Stability, CD0196	1
528	0808565		Certification, Engine Installation, Enf, Paccar MX, 2027	1
529	0686786		Certification, Power Steering, CD0098	1
530	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
531	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
532	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
533	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
534	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
535	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
536	0545073		Amp Draw Report, NFPA Current Edition	1
537	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
538	0799248		Appleton/Florida BTO	1
539	0000048		PUMPER/TANKER, 3rd Gen	1
540	0000012		PIERCE CHASSIS	1
541	0735525		PACCAR MX13 ENGINE	1
542	0046396		EVS 4000 Series TRANSMISSION	1
543	0520324		PIERCE PUMP, PUC	1
544	0020009		POLY TANK	1
545	0028047		NO FOAM SYSTEM	1
546	0020006		SIDE CONTROL	1
547	0020007		AKRON VALVES	1
548	0020015		ABS SYSTEM	1
549	0658751		PUMPER BASE	1



Fire and Rescue Apparatus

One (1) Year Material and Workmanship

Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.
Warranty Period Ends After:	Twelve (12) months.
Conditions and Exclusions: See Also Paragraphs 2 thru 4	No specific exclusions apply

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008



Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	Covers any failures of the engine which result, under normal use and service, from a defect in material or factory workmanship.
Warranty Begins:	The date of the original buyer invoice.
Warranty Period Ends After:	Five (5) years or 100,000 miles, whichever occurs first
Conditions and Exclusions: See Also Paragraphs 2 thru 4	See warranty for exclusions.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

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3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

3/19/2021 WA0386

PACCAR ENGINE LIMITED WARRANTY

PACCAR MX Warranty

United States

THIS LIMITED WARRANTY ("LIMITED WARRANTY") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF PIERCE MANUFACTURING INC.'S END USER CUSTOMER THAT FIRST PUTS THE PACCAR ENGINE INTO SERVICE ("YOU" or "FIRST PURCHASER"), PACCAR INC ("PACCAR"), AND THE SERVICING PACCAR ENGINE DISTRIBUTORS ("AUTHORIZED DISTRIBUTORS"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.

PACCAR warrants directly to You that the PACCAR MX engine and related kitted parts (collectively, the "Engine") will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time, mileage or hour limitations set forth in the attached Warranty Schedule. **This Engine warranty extends only to You, and not any subsequent owner or user of the Engine.** The Emissions warranty is made to all owners of the Engine in the chain of distribution until the end of the Emissions warranty coverage period. Warranty coverage relating to the Emissions components is outlined in the Emissions Warranty section of the PACCAR MX Operator's Manual, the terms and conditions of which are incorporated herein by reference.

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PACCAR AND ITS SUBSIDIARIES AND AFFILIATES ARISING FROM YOUR PURCHASE AND USE OF THIS ENGINE IS LIMITED TO THE REPAIR OR REPLACEMENT OF WARRANTABLE FAILURES AT AUTHORIZED DISTRIBUTORS IN THE UNITED STATES AND CANADA AND IS SUBJECT TO PACCAR'S TIME, MILEAGE, AND HOUR LIMITATIONS LISTED IN THE ATTACHED WARRANTY SCHEDULES. The maximum time, mileage and hour limitations in the Warranty Schedules begin running on the Date of Delivery to the First Purchaser. **The accrued time, mileage, or hours is calculated when this Engine is brought into an Authorized Distributor for correction of Warrantable Failures.**

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY (ENGINE AND EMISSIONS)

This Limited Warranty is the sole warranty made by PACCAR and its Authorized Distributors to You relating to the Engine. Except for the above limited express warranty, PACCAR and its Authorized Distributors make no other warranties to You, express or implied. PACCAR AND ITS AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT PACCAR AND ITS AUTHORIZED DISTRIBUTORS SHALL NOT BE LIABLE TO YOU FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; ENGINE OR VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER ENGINES, VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEYS' FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

This warranty does not apply to parts or accessories supplied by the vehicle manufacturer or third parties.

Failures of belts and hoses supplied by PACCAR are covered during the first year from the Date of Delivery of the Engine to the First Purchaser. PACCAR does not warrant antifreeze, lubricants, filters, filter elements, or any other part that is a maintenance or repair item. However, in its sole discretion, PACCAR may pay for lubricating oil, antifreeze, filter elements, belts, hoses, and other maintenance or repair items if the need for replacing such items is due to a Warrantable Failure of the Engine.

You are responsible for the safe operation and maintenance of the Engine and Emissions equipment as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, You must notify an Authorized Distributor of any Warrantable Failures and make the Engine available for Engine repair by such Authorized Distributor. You are responsible for delivery of the Engine to the Authorized Distributor. Locations in the United States and Canada of Authorized Distributors may be found at WWW.PACCARPOWERTRAIN.COM.

PACCAR IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, and changes in adjustment resulting from your use of the Engine. Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. This may include, but is not limited to: operation without adequate coolants, lubricants, or other fluids; over-fueling; over-speeding; lack of maintenance of the lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; and unauthorized modifications to the Engine. **PACCAR is not responsible for damage or loss resulting from Engine horsepower/torque upgrades.**

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. PACCAR is not responsible for failures resulting from the use of parts not approved by PACCAR. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

PACCAR IS NOT RESPONSIBLE FOR DAMAGE OR LOSSES CAUSED BY INCORRECT OIL, FUEL, DIESEL EXHAUST FLUID, COOLANT, OR ADDITIVES; WATER, DIRT OR OTHER CONTAMINANTS IN THE FUEL, OIL OR DIESEL EXHAUST FLUID; OPERATION WITHOUT ADEQUATE COOLANTS OR LUBRICANTS; OVER-FUELING; OVER-SPEEDING; IMPROPER STORAGE, STARTING, WARM-UP, RUN-IN OR SHUT-DOWN PRACTICES; OR UNAUTHORIZED MODIFICATIONS OF THE ENGINE. Failure of replacement parts used in repairs due to the above non-warrantable conditions is not warrantable.

If your vehicle is disabled by a Warrantable Failure to the Engine during the base warranty period, PACCAR is not responsible for towing expenses to transport the vehicle to the nearest Authorized Distributor. In lieu of the towing expense and at the sole discretion of PACCAR,

PACCAR will pay the reasonable costs of an authorized mechanic to travel to and from the location of the disabled Vehicle in order to perform the Engine repair.

PACCAR will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Warrantable Failures resulting in excessive oil consumption will be handled within the basic Engine coverage as stated in the attached Engine Schedule. Before a claim for excessive oil consumption, low power, or excessive fuel consumption will be considered for payment, You must submit adequate documentation to show that consumption exceeds PACCAR published standards

PACCAR reserves the right to inspect and download data from the Engine Electronic Control Module for purpose of failure analysis unless prohibited by applicable law.

TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS

IT IS AGREED THAT YOU HAVE 12 MONTHS FROM THE ACCRUAL OF THE CAUSE OF ACTION TO COMMENCE ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF THE ENGINE, OR BE BARRED FOREVER.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

PACCAR ENGINE LIMITED WARRANTY SCHEDULE
PACCAR MX Warranty
United States

THIS ENGINE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY. This Engine Warranty Schedule does not apply to the vehicle which is warranted separately. Pursuant to the terms of the attached Limited Warranty, PACCAR Inc ("PACCAR") will pay warranty claims for Warrantable Failures within the following maximum limits in time, mileage, or hours, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Distributor within 30 days of discovery.

PACCAR MX Engine

Basic Engine -Twenty-four (24) months or 250,000 miles (or 400,000 km) or 6,250 hours - (all applications except fire apparatus)

Fire Apparatus Truck Applications Basic Engine - Sixty (60) months or 100,000 miles (or 160,000 km) or 6,250 hours

Major Engine Components - Sixty (60) months or 500,000 miles or 12,500 hours

Cylinder Block Casting	Crankshaft	Lube Pump Gear	Flywheel Housing
Main Bearing Bolts	Camshaft	Crankshaft Gear	Water Pump Housing
Cylinder Head Casting	Cam Follower Assemblies	Camshaft Gear	Thermostat Housing
Cylinder Head Capscrews	Connecting Rod Assemblies	Camshaft Idler Gear	

R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty **SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 2

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of \$85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 3

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 4

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

PIERCE MANUFACTURING INC.

Authorized Signature

Authorized Signature

Title

Title



Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity

Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Fifty (50) Years (Expected Life of Apparatus)
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0013



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years -or- 30,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

6/29/2020 WA0384

CUMMINS-MERITOR COMMERCIAL VEHICLE SYSTEMS WARRANTY

COVERAGE FOR THE
UNITED STATES AND CANADA
MODEL YEAR 2024 VEHICLES



Meritor

WARRANTY INFORMATION

TABLE OF CONTENTS

EFFECTIVE MODEL YEAR 2024 VEHICLES

Linehaul.....	3
General Service	6
Heavy Service/Specialty Vehicle	9
Fire and Emergency.....	12
Transit Bus	14
Off-highway Service.....	15
Terms and Conditions.....	17

How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl = Unlimited	P = Parts Only P&L = Parts and Labor
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Notice:

Models or components that are approved for use by Cummins-Meritor's vocational guidelines contained in Cummins-Meritor publication TP-9441 for axles, SP-8320 for trailer axles and TP-12126 for drivelines, or any other products that have an application approval completed with Cummins-Meritor which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles, parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting **meritor.com** or by contacting Cummins-Meritor at **866-OnTrac1 (866-668-7221)**.

LINEHAUL WARRANTY INFORMATION

Vocational Definition of Linehaul

- Long distance hauling of food, goods and finished materials
- Not included are raw ferrous materials, minerals (except oil), sand, gravel, stone, rocks, topsoil, waste or logs
- Linehaul includes turnpike and hub & spoke

Linehaul Vehicles

- Auto Hauler¹
- Bulk Hauler¹
- Chip Hauler^{1,2}
- Doubles
- Flatbed
- General Freight
- Grain Hauler¹
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker¹
- Triples

¹ Cummins-Meritor classifies these vehicle types as high center of gravity, which require special axle housing considerations.

² Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is:

- High mileage operation (over 60,000 miles/year)
- Greater than 30 miles between starts and stops
- Maximum grades of 12%
- Well maintained highways of concrete or asphalt construction (100% on-road)

- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel).

Note: Category B job sites, terminals, docks, transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud; or other similar surfaces) are **NOT** approved for certain linehaul axle models.

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	MFS-10-144A-N	MFS-12-143A-N	MFS-13B-132B-N	MFS-14G-132B-N
FF-941	MFS-12-122A-N	MFS-12E-143A-N	MFS-13B-132C-N	MFS-14-132C-N
FF-942	MFS-12-122B-N	MFS-12-144A-N	MFS-14-122A-N	MFS-14F-132C-N
FF-943	MFS-12-122C-N	MFS-13-122A-N	MFS-14-122B-N	MFS-14G-132C-N
FF-944	MFS-12E-122A-N	MFS-13-122B-N	MFS-14F-122B-N	MFS-14-142B-N
FF-961	MFS-12E-122B-N	MFS-13-122C-N	MFS-14G-122B-N	MFS-14F-142B-N
FF-966	MFS-12E-122C-N	MFS-13-132B-N	MFS-14-122C-N	MFS-14G-142B-N
FF-967	MFS-12-124A-N	MFS-13-132C-N	MFS-14F-122C-N	MFS-14-142C-N
FG-941	MFS-12-132B-N	MFS-13-143A-N	MFS-14G-122C-N	MFS-14F-142C-N
FG-943	MFS-12-132C-N	MFS-13-144A-N	MFS-14-124A-N	MFS-14G-142C-N
MFS-10-122A	MFS-12E-132B-N	MFS-13B-122B-N	MFS-14-132B-N	MFS-14-143A-N
MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-122C-N	MFS-14F-132B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

MS-19-14X	MS-23-17H ^{1,2}	RS-23-160	RS-23-185
RS-21-160	MS-23-17X ²	RS-23-161	RS-23-186

¹ Not approved for use in any Category B job sites, terminals, docks or transfer sites.

² Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

LINEHAUL WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-40-160/P ^{1,2}	RZ-166 ²	MA-40-17H ³	MT-34-14X/P ⁴	MT-40-14X/P ⁴
RT-46-160/P ^{1,2}	RT-50-160/P ^{1,2}	RZ-188	MT-40-14T/P	MT-40-14H/E ^{3,4}
RT-46-164/P ^{1,2}	MA-40-165	MA-40-175	MT-40-14X/P ⁴	

¹ These models required for Chip Hauler and Linehaul warranty consideration.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

³ Not approved for use in any Category B job sites, terminals, docks or transfer sites.

⁴ Recommend 11 mm minimum wall thickness for these models used in combination with high center of gravity vehicles and trailing arm suspensions or vehicles operating mainly in Canada.

Trailer Axles¹

Beam and Brackets	5/500/P, 1/100/L
TPX3000 Axle Series ²	10/Unl/P, 1/Unl/L
Wheel End Systems ³	
Standard System ⁴	1/100/P&L
AxlePak5	5/Unl/P&L
AxlePak7 ⁵	7/Unl/P&L

¹ For brake components and ABS coverage, refer to appropriate product warranties.

² Structural components only excluding spindle wear. Spindle wear is 5/Unl/P, 1/Unl/L.

³ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁴ When installed by Cummins-Meritor.

⁵ When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

TAG/Pusher Axles¹

TQ, TR Beam and Brackets	5/750/P&L
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¹ For brake components and ABS coverage, refer to appropriate product warranties.

Trailer Mechanical Suspension Systems¹

IMS40 (Integrated Mechanical Suspension – Tandem) ²	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) ²	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems

MPA40 (Tandem Axle Parallelogram) ¹	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/Unl/P, 3/Unl/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

¹ Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor (For axle and ABS coverage, refer to appropriate product warranties.)

² "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™ ¹	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ²	12-Years or Wearable Life/P
EX+ L and EX+LS Air Disc Brake™ ³	5/500/P, 1/Unl/L
EX+L Air Disc Brake Extended Standard Warranty ^{3,4}	5/500/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

² Based on stamped wear diameter max.

³ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P.
Warranty coverage for pads is 1/100/P.

⁴ Applies only to calipers using friction: MA9300 (EX225LXXXCGXXX).

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is:

- Typically, moderate mileage operation (less than 60,000 miles/year)
- An average of 3 to 30 miles between starts and stops
- Maximum grades of 12%
- Generally, on-road service (less than 10% off-road allowed)
- Category A job sites, terminals, docks and transfer sites (defined as pavement, concrete or maintained and hard packed gravel) or Category B job sites, terminals, docks and transfer sites (defined as loose or unmaintained sand, dirt or gravel; landfill; farm field; mud, or other similar surfaces)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	MFS-7-113C-N	MFS-12-132C-N	MFS-14G-122B-N	MFS-16-122A-N
FF-941	MFS-7-153C-N	MFS-12E-132C-N	MFS-14-122C-N	MFS-16-133A-N
FF-942	MFS-7-163C-N	MFS-12-143A-N	MFS-14F-122C-N	MFS-16-135A-N
FF-943	MFS-8-113B-N	MFS-12-144A-N	MFS-14G-122C-N	MFS-16-143A-N
FF-944	MFS-8-143A-N	MFS-12E-143A-N	MFS-14-124A-N	MFS-18-133A-N
FF-946	MFS-8-153B-N	MFS-13-122A-N	MFS-14-132B-N	MFS-18-135A-N
FF-961	MFS-8-163B-N	MFS-13-122B-N	MFS-14F-132B-N	MFS-18-193A-N
FF-966	MFS-10-122A	MFS-13B-122B-N	MFS-14G-132B-N	MFS-20-133A-N
FF-967	MFS-10-143A-N	MFS-13-122C-N	MFS-14-132C-N	MFS-20-135A-N
FG-941	MFS-10-144A-N	MFS-13B-122C-N	MFS-14F-132C-N	MFS-20-192A-N
FH-941	MFS-12-122A-N	MFS-13-132B-N	MFS-14G-132C-N	MFS-20-193A-N
FH-946 ¹	MFS-12E-122A-N	MFS-13-132C-N	MFS-14-142B-N	MFS-22-135A-N
FL-941	MFS-12-122B-N	MFS-13B-132B-N	MFS-14F-142B-N	MFS-22H-135A-N
FL-943	MFS-12E-122B-N	MFS-13B-132C-N	MFS-14G-142B-N	MFS-22-193A-N
MFS-6-151A-N	MFS-12-122C-N	MFS-13-143A-N	MFS-14-142C-N	MFS-22H-193A-N
MFS-6-153B-N	MFS-12E-122C-N	MFS-13-144A-N	MFS-14F-142C-N	
MFS-6-162B-N	MFS-12-124A-N	MFS-14-122A-N	MFS-14G-142C-N	
MFS-6-153C-N	MFS-12-132B-N	MFS-14-122B-N	MFS-14-143A-N	
MFS-6-162C-N	MFS-12E-132B-N	MFS-14F-122B-N	MFS-14-144A-N	

¹ Can also be used with reduced steer angles in tag position in Coach applications.

GENERAL SERVICE WARRANTY INFORMATION

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-162 ¹	RS-23-186	MS-26-616-SP
MS-17-14X	MS-23-17X	RC-23-165 ¹	RS-24-160	RS-30-185
MS-19-13X	RS-21-160	RS-23-160	RC-25-160	MS-30-616
MS-19-14X	RC-23-160	RS-23-161	RS-26-185	MS-30-616-SP
MS-21-13X	RC-23-161	RS-23-185	MS-26-616	RS-35-380

¹ 3/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	RT-52-185 ¹	MT-70-380
MT-40-14T/P	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	MT-52-616	RT-58-185 ¹	

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P	RT-46-160/P	RT-46-164/P	RT-50-160/P	RZ-166
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Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
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Brake Components

Cam Q Series Trailer Brakes ¹	3/Unl/P, 1/Unl/L
Cam P ²	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™ ^{1,2}	2/200/P&L
ASA	3/Unl/P
ASA ²	2/200/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™ ³	12-Years or Wearable Life/P
EX+ Air Disc Brake™ ⁴	2/Unl/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III or Chassis Protect.

² Applies to Tour Bus and Cross Country Coach only.

³ Based on stamped wear diameter max.

⁴ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

GENERAL SERVICE WARRANTY INFORMATION

Trailer Axles¹

Beam and Brackets ²	5/Unl/P, 1/Unl/L
TPX4000 Axle Series ³	10/Unl/P, 1/Unl/L
Wheel End Systems ⁴	
Standard System ⁵	1/Unl/P&L
AxlePak5	5/Unl/P&L
AxlePak7 ⁶	7/Unl/P&L
AxlePak10 ⁷	10/Unl/P&L

¹ For brake components and ABS coverage, refer to appropriate product warranties.

² 9000 Series is 3/Unl/P, 1/Unl/L

³ Structural components only excluding spindle wear. Spindle wear 5/Unl/P, 1/Unl/L.

⁴ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁵ When installed by Cummins-Meritor.

⁶ When specified with AxlePak7 wheel end system, coverage on Meritor Tire Inflation System (MTIS) thru-tee and stator is 7/Unl/P, 1/Unl/L.

⁷ AxlePak10 is limited to Intermodal Chassis applications equipped with TPX4000 series axles.

TAG/Pusher Axles¹

TQ, TR Beam and Brackets	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946 ²	2/Unl/P&L

¹ For brake components coverage, refer to appropriate product warranties.

² 3/Unl/P&L if sold with PreSet by Cummins-Meritor.

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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Trailer Mechanical Suspension Systems¹

IMS40 (Integrated Mechanical Suspension – Tandem) ²	1/Unl/P&L
IMS20 (Integrated Mechanical Suspension – Single) ²	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² All other suspension components refer to appropriate manufacturer's warranty.

Trailer Air Suspension Systems¹

MPA40 (Tandem Axle Parallelogram) ²	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty ³	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings ⁴	5/Unl/P, 3/Unl/L
Shock Absorbers	2/Unl/P&L
Lift Kit System	1/Unl/P&L

¹ For axle coverage, refer to appropriate product warranties.

² Fastener torque coverage is limited to 2/Unl/P&L when torqued by Cummins-Meritor.

³ "Curbing damage" is defined as deformation (bending, buckling or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding sub-frame, consisting of the frame rails, cross-members and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferable to another trailer VIN and coverage does not apply if the trailer is deemed to be a total loss, scrapped or otherwise not salvageable.

⁴ Raw wood applications 3/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicles

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle¹
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Train
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus¹
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

¹ Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is:

- Moderate mileage operation (less than 60,000 miles per year)
- On/off-road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	MFS-7-113C-N	MFS-12E-132C-N	MFS-14G-122B-N	MFS-16-122A-N
FF-941	MFS-7-153C-N	MFS-12-143A-N	MFS-14-122C-N	MFS-16-133A-N
FF-942	MFS-7-163C-N	MFS-12-144A-N	MFS-14F-122C-N	MFS-16-135A-N
FF-943	MFS-8-113B-N	MFS-12-155	MFS-14G-122C-N	MFS-16-143A-N
FF-944	MFS-8-153B-N	MFS-13-122	MFS-14-124A-N	MFS-18-133A-N
FF-946	MFS-8-163B-N	MFS-13-122B-N	MFS-14-132B-N	MFS-18-135A-N
FF-961	MFS-10-122A	MFS-13B-122B-N	MFS-14F-132B-N	MFS-18-192A-N
FF-966	MFS-10-143A-N	MFS-13-122C-N	MFS-14G-132B-N	MFS-18-193A-N
FF-967	MFS-10-144A-N	MFS-13B-122C-N	MFS-14-132C-N	MFS-20-133A-N
FG-941	MFS-12-122	MFS-13-132B-N	MFS-14F-132C-N	MFS-20-135A-N
FG-943	MFS-12E-122	MFS-13B-132B-N	MFS-14G-132C-N	MFS-20-192A-N
FH-941	MFS-12-122B-N	MFS-13-132C-N	MFS-14-142B-N	MFS-20-193A-N
FH-946	MFS-12E-122B-N	MFS-13B-132C-N	MFS-14F-142B-N	MFS-22-135A-N
FL-941	MFS-12-122C-N	MFS-13-143A-N	MFS-14G-142B-N	MFS-22H-135A-N
FL-943	MFS-12E-122C-N	MFS-13-144A-N	MFS-14-142C-N	MFS-22-193A-N
MFS-6-151A-N	MFS-12-124A-N	MFS-13-155	MFS-14F-142C-N	MFS-22H-193A-N
MFS-6-153B	MFS-12-132B-N	MFS-14-122	MFS-14G-142C-N	RF-16-145
MFS-6-162B	MFS-12E-132B-N	MFS-14-122B-N	MFS-14-143A-N	RF-21-160
MFS-6-162C	MFS-12-132C-N	MFS-14F-122B-N	MFS-14-144A-N	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Front Drive Steer Axles – 2/Unl/P&L

MX-10-120	MX-12-120 EVO	MX-16-120	MX-19-140	MX-23-160
MX-10-120 EVO	MX-14-120	MX-18-120	MX-21-140	MX-23-810
MX-12-120	MX-14-120 EVO	MX-17-140	MX-21-160	

Front Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-14-130-FV (FSD-14A)	MX-20-130-FV (FSD-20A)	MX-23-130-SD (SDA-2300)
MX-10-130-FV (FSD-10A)	MX-16-130-FV (FSD-16A)	MX-21-130-FV (FSD-21A)	
MX-12-130-FV (FSD-12A)	MX-18-130-FV (FSD-18A)	MX-21-130-SD (SDA-2100)	
MX-13-130-FV (FSD-13A)	MX-18-130-SD (SDA-1800)	MX-23-130-FV (FSD-23A)	

Rear Drive Axles – 2/Unl/P&L

MS-17-14X	RH-23-160	RS-23-186/380	MS-26-616-SP	RS-30-185/380
MS-19-14X	RS-23-160	RS-24-160	RS-26-185/380	MS-35-380
MS-21-14X	RC-23-161	RC-25-160	RC-26-633	RS-38-380
RS-21-160	RS-23-161	RS-25-160	MS-30-616	MT-58-616
RC-23-160	RS-23-185	MS-26-616	MS-30-616-SP	MT-58-616-SP

Rear Drive Axles – 1/Unl/P&L

RND-14H	RND-16A
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Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-52-616	MT-58-616	RT-70-380
MT-40-14T/P	RT-46-169	MT-52-616-SP	MT-58-616-SP	MT-70-380
MT-40-14X/P	RT-58-160	RT-52-185/380 ^{1,2}	RT-58-185/380 ^{1,2}	RZ-188

¹ Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

² Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem – 3/Unl/P&L

RT-40-160/P/A ³	RT-46-160/P/A ^{1,3}	RT-46-164/P ^{2,3}	RT-50-160/P/A ³	RZ-166
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¹ U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.

² Axle model designated will vary according to options and variations specified on these axles. Contact Cummins-Meritor Axle Applications Engineering for details.

³ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam P	3/Unl/P
Cam P	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ ¹	3/Unl/P&L
Q+ Drum Brake™ ²	2/100/P&L
ASA	3/Unl/P
ASA ²	2/100/P
Hubs/Cast Drums and Other Wheel-End Components ³	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake ⁴	2/100/P&L

¹ For Trailer only, 3/300/P against rust jacking when equipped with Platinum Shield III.

² Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

³ Based on stamped wear diameter max.

⁴ Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P. Warranty coverage for pads is 1/100/P.

Gearboxes – 1/Unl/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3312-FV (TC-270)
MTC-3106-FV (TC-137)	MTC-3203	MTC-3220-FC (TC-142)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/RTC-25)	MTC-4206-FV (TC-38)
MTC-3112-CV (548C)	MTC-3206-FV (TC-237)	MTC-4208
MTC-3116 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3208-GV (RTC-50)	MTC-4213
MTC-3118-CV (358)	MTC-3209-GV (MTC-60/RTC-60)	
MTC-3120-FV (TC-143)	MTC-3212-CV (315 and 548B)	

Trailer Axles¹

Beam and Brackets ²	5/Unl/P, 1/Unl/L
Wheel End Systems ³	
Standard System ⁴	1/Unl/P&L

¹ For brake components coverage, refer to appropriate product warranties.

² 9000 Series is 3/Unl/P, 1/Unl/L

³ Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

⁴ When installed by Cummins-Meritor.

Trailer Air Suspension Systems¹

MTA and MTA-Tec6 Trailing Arm Suspension System	
Major Structural Components ²	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Air Springs	2/200/P, 1/100/L
Bushings ²	5/500/P, 3/300/L
Shock Absorbers	2/200/P&L
Lift Kit System	1/100/P&L

¹ For axle coverage, refer to appropriate product warranties.

² Raw wood applications 3/Unl/P, 1/Unl/L

Meritor Tire Inflation System (MTIS)

MTIS Components	5/Unl/P, 1/Unl/L
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FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck ▪ Ambulance ▪ Crash Fire Rescue ▪ Rapid Intervention ▪ Tanker
- Aerial Platform ▪ Command Vehicle ▪ Pumper Vehicle (RIV)

Fire and Emergency Typically Is:

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-135A-N	MFS-20-135A-N	MFS-22H-135A-N
FL-943	MFS-18-193A-N	MFS-20-193A-N	MFS-22-193A-N
MFS-18-133A-N	MFS-20-133A-N	MFS-22-135A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19-140	MX-21-140	MX-21-160	MX-23-160	MX-23-810
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Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-185	RC-25-160	RS-35-185 ¹
RS-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-161	RS-24-160	RS-30-185	

¹ 2/Unl/P&L if PreSet by Cummins-Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-46-160/P	RT-50-160/P	MT-58-616
RT-40-160/P	RT-46-164/P	MT-52-616	RT-58-185 ¹
MT-44-14X/P	RT-46-169	RT-52-185 ¹	MT-70-380 ²

¹ Each vehicle must have a Request for Application Recommendation (RAR) approved by Cummins-Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

² 2/Unl/P&L

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3124 (T-2119)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3206-FV (TC-237)	MTC-4206-FV (TC-38)
MTC-3111 (T-2111 through-shaft)	MTC-3206-CS (544)	MTC-4208
MTC-3112-CV (548C)	MTC-3208-GV (RTC-50)	MTC-4210
MTC-3118-FV (TC-180 and TC-180-23)	MTC-3209-GV (MTC-60/RTC-60)	MTC-4213
MTC-3118-CV (358)	MTC-3212-CV (315 and 548B)	
MTC-3120-FV (TC-143)	MTC-3312-FV (TC-270)	

FIRE AND EMERGENCY WARRANTY INFORMATION

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™ ¹	2/Unl/P&L

¹ Warranty coverage for boots, seals, caps, bushings and pins is 2/200/P.
Warranty coverage for pads is 1/100/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
92N	1/Unl/P

PTO – 1/Unl/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle ▪ Commuter Coach ▪ Transit Bus ▪ Trolley
- City Bus ▪ Shuttle Bus

Transit Bus Typically Is:

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/300/P&L

FH-946	FH-941 ¹	MFS-12-155	MFS-13-155
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¹ Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	71163	RC-23-162 ¹	RS-21-160
RC-23-161	79163	RC-23-165 ¹	

¹ Commuter coach only – 2/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002	MC-16003	FH-946
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Center Non-drive Axles – 5/300/P&L

MC-26000	71063	79063
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Gearboxes – 1/Unl/P&L

MGX-450	MGX-451	MGX-538
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Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™ ¹	2/100/P&L
ASA ¹	2/100/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake ²	2/100/P&L

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

¹ Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

² Warranty coverage for boots, seals, caps, bushings and pins is 2/100/P.
Warranty coverage for pads is 1/100/P.

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial and Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All and Rough Terrain Cranes
- Forestry
- Material Handling
- Specialized Heavy Haul
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining and Specialized Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial and Off-Highway Service Typically Is:

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are not typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Cummins-Meritor's warranty require that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Contact Cummins-Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 1/Uni/P

FF - 941	FG - 941	FN - 951	MFS-20-192A-N	MFS-22-193A-N
FF - 943	FG - 943	FS-25	MFS-20-193A-N	MFS-22H-193A-N
FF - 961	FL - 941	MFS-20-133A-N	MFS-22-135A-N	MON-ZO FAMILY
FF - 966	FL - 943	MFS-20-135A-N	MFS-22H-135A-N	

Rear Drive Axles – 1/Uni/P

MT-14X ¹	RS-23-380	RS-30-185	RT-145 ¹
RS-23-186	RS-24-160	RS-30-380	RT-160 ¹

¹ 2/Uni/P for LO/LO Terminal Tractor applications

Planetary Axles – 1/Uni/P

MOB	MOE	MOH	MOT	MOZ
MOC	MOF	MOR	MOX	
MOD	MOG	MOS	MOY	

Gearboxes – 1/Uni/P&L

MGX-402	MGX-450	MGX-466	MGX-538
MGX-423	MGX-451	MGX-479	

PTO – 1/Uni/P&L

MPT-170	MPT-185	MPT-500	MPT-1702
MPT-180	MPT-309	MPT-518	

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Transfer Cases – 1/Unl/P

MTC-2212-CV (306)	MTC-3118-FV (TC-180 and TC-180-23)	MTC-3208-GV (RTC-50)
MTC-3106-FV (TC-137)	MTC-3118-CV (358)	MTC-3209-GV (MTC-60/RTC-60)
MTC-3111 (T-2111 through-shaft)	MTC-3120-FV (TC-143)	MTC-3220-FC (TC-142)
MTC-3112-CV (548C)	MTC-3124 (T-2119)	
MTC-3116 (T-2111)	MTC-3206-FV (TC-237)	

Drivelines – 1/Unl/P

RPL	MXL
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Transmission – 1/Unl/P&L

FAT 30

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-End Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Cummins-Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Cummins-Meritor with suspension and interface brackets designed and/or attached by non-Cummins-Meritor parties, Cummins-Meritor warranty coverage does not apply to the brackets, bracket attachment methods and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles¹

Linehaul – King Pin Bushings 1yr/Unl P&L
All Other Vocations – King Pin Bushings Excluded

¹ King Pin Bushing wear excluded for all vocations.

Rear Axles

Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA

Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake

Brake lining wear and brake shoe “rust-jacking.”

Disc Brake

Pad wear, rotor wear.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Cummins-Meritor representative for specific details.

Front Axles

Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles

Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Cummins-Meritor. If yoke is not installed by Cummins-Meritor, then Cummins-Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Cummins-Meritor.

Rear Axles

The Cummins-Meritor breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake

Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30

Wearable life is up to the discard diameter of the drum.

Terms and Conditions

(1) What is Covered by this Commercial Warranty?

Meritor Heavy Vehicle Systems, LLC warrants to the owner (“Owner”) that the components listed in this publication, which have been installed by an Original Equipment Manufacturer (“OEM”) as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM’s vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner or the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Cummins-Meritor publication Maintenance Manual Number 1 and the applicable Cummins-Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

TERMS AND CONDITIONS

(2) Designation of Vocational Use Required

To obtain warranty coverage, each Owner must notify Cummins-Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Cummins-Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Cummins-Meritor directly. Failure to notify Cummins-Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Cummins-Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Cummins-Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Cummins-Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Cummins-Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines and/or contact Cummins-Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?

There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?

This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage or vocation from that which was originally approved by Cummins-Meritor), (II) accident, natural disaster, abuse or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity) or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals or lube levels). This warranty does not cover any component or part that is not branded by Cummins-Meritor. **For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.**

(5) Remedy

The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Cummins-Meritor's option. Cummins-Meritor reserves the right to require that all applicable failed materials are available and/or returned to Cummins-Meritor for review and evaluation.

(6) Disclaimer of Warranty

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies

In no event shall Cummins-Meritor be liable for special, incidental, indirect or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service

If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Cummins-Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Cummins-Meritor service location. The dealer will inspect the vehicle and contact Cummins-Meritor for an evaluation of the claim. When authorized by Cummins-Meritor, the dealer will repair or replace during the term of this warranty any defective Cummins-Meritor component covered by this warranty.

(9) Entire Agreement

This is the entire agreement between Cummins-Meritor and the Owner about warranty and no Cummins-Meritor employee or dealer is authorized to make any additional warranty on behalf of Cummins-Meritor. This agreement allocates the responsibilities for component failure between Cummins-Meritor and the Owner.



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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

WARRANTY - MODEL YEAR 2021 VEHICLES

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter ³	
Air Compressors (ALL) ²	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/UnI/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System) ³	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components ¹ (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer
- Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components ¹	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL) ²	
Air Dryers (ALL)	
Trailer Control Line Filter ³	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve ³	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation³
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telehandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalpers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injector Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components ¹	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUSTM Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOPTM D Actuator w/ IBV	3/Unl/P
TRISTOPTM D Actuator	2/200/P
UNISTOPTM Actuator	1/100/P

¹ ZF and WABCO branded components. ² WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. ³ Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

WARRANTY - MODEL YEAR 2021 VEHICLES

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?

ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through

the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

- (3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.
- (4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.
- (5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.
- (6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- (7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.
- (8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .
- (9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





**For further product details contact your distributor or the
WABCO Customer Care Center at 855-228-3203.**

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and \$3.4 billion (WABCO). For more information, visit: www.wabco-na.com



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity

Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0012



Fire and Rescue Apparatus Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship

Command Zone Electronics

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Command Zone control modules shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Five (5) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0014



Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of delivery.
Warranty Period Ends After:	Fifty - Four (54) months
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship

Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occurring during the warranty period.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to \$10,000 per occurrence is available for the first three (3) years.
Warranty Begins:	The date of delivery to the first retail purchaser.
Warranty Period Ends After:	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty. This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner. Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission. Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization. Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of \$700 to remove, replace, or repair the oil cooler.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

UNITED PLASTIC FABRICATING, INC. **WARRANTY** FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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BULLETIN



TO: All Dealer Service Representatives

From: Kevin Hanegraaf

DATE: January 4, 2010

RE: UPF Tank Warranty Policy – Truck in Accident

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect.** This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)



Fire and Rescue Apparatus

Ten (10) Year Structural Integrity Apparatus Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The apparatus body shall be free from structural failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus. This warranty does not apply to damage caused by corrosion.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0009



Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is \$60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.



Fire and Rescue Apparatus

Seven (7) Year Material and Workmanship

PUC-NG Pump

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	The PUC-NG Pump, integrated pump transmission, and its components manufactured under the Pierce brand in its Fire and Rescue Apparatus vehicle shall be free from failures caused by defects in material and workmanship
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Seven (7) Years - or - 3000 Pump Hours
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies to the PUC Pump and all its components manufactured under the Pierce brand, including the integrated pump transmission. Items not manufactured under the Pierce brand such as valves, relief valves or wear items such as wear rings, seals, bearings or costs of removal, transporting, storing, or reinstallation are not covered by this six-year limited warranty and are instead covered under the Pierce Basic One Year Limited Warranty.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

4/21/2022 WA0390



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion. This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years
Conditions and Exclusions:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0057



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship

Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Years
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/22/2010 WA0018



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager
FROM: Ginger Sottile, Director of Community Development
DATE: July 25, 2024 Submission for the August 6, 2024 City Council Meeting
ITEM: Request for Mayor and City Council Consideration of an Ordinance to Amend Section 105.20 of the City of Sandy Springs Code of Ordinances Entitled "International Property Maintenance Code"; to Provide for an Effective Date and for Other Purposes

Recommendation:

Staff recommends approval of the text amendment to the City of Sandy Spring Code of Ordinances regarding the International Property Maintenance Code (IPMC).

Background:

Earlier this year, several inconsistencies between the IPMC and the City's Code were noted in the processing of cases through the Sandy Springs Municipal Court. In an effort to rectify these inconsistencies, attached is a proposed text amendment to Section 105-20 of the City Ordinance.

Discussion:

The adoption of this proposed amendment will keep the City's Codes consistent with the IPMC.

Financial Impact:

No Fiscal Year 2025 Budgetary impacts are anticipated.

Alternatives:

Council may choose to provide further direction to City Staff.

Review:

Lark Payne, Paralegal
Ginger Sottile, Director of Community Development
Kristin Byars Smith, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. IPMC Draft Ordinance

**STATE OF GEORGIA
COUNTY OF FULTON**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SANDY SPRINGS,
GEORGIA TO AMEND SEC. 105.20. INTERNATIONAL PROPERTY MAINTENANCE CODE
OF THE SANDY SPRINGS CITY CODE OF ORDINANCES AS FURTHER DESCRIBED
BELOW; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

WHEREAS, the City of Sandy Springs (the “City”) is a political subdivision of the State of Georgia and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the City of Sandy Springs is charged with providing for the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City of Sandy Springs previously adopted and incorporated the International Property Maintenance Code (“IPMC”) under Section 105-20 of the City of Sandy Springs Code of Ordinances for the regulating and governing the conditions and maintenance of all property, buildings, and structures within the City to ensure such structures are safe, sanitary, and fit for occupation and use for the health and safety of its citizens; and

WHEREAS, the Mayor and City Council find that certain sections of the IPMC are not applicable or inconsistent with existing City Ordinances and procedures for City Code Enforcement and to desire to amend and/or delete those sections of the IPMC in order to provide for proper and consistent enforcement of the IPMC within the City; and

WHEREAS, the Mayor and City Council have conducted a properly advertised Public Hearing prior to adoption of this Ordinance in accordance with the Zoning Procedures Act.

**NOW THEREFORE, THE MAYOR AND COUNCIL FOR THE CITY OF SANDY SPRINGS
HEREBY ORDAIN AS FOLLOWS:**

SECTION I: The City of Sandy Springs City Code of Ordinances is hereby amended by revising certain sections as follows:

SECTION 105-20. INTERNATIONAL PROPERTY MAINTENANCE CODE.

That a certain document, three copies of which are on file in the City of Sandy Springs, one at the office of the city clerk and two at the office of community development department, being marked and designated as the latest edition of the International Property Maintenance Code as adopted and amended by the state department of community affairs as published by the International Code Council, be hereby adopted as the Property Maintenance Code of the City of Sandy Springs for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the offices stated above are hereby referred to, adopted and made part of as if fully set out in this section with the additions,

insertions, deletions and changes prescribed in section 2 of the ordinance from which this section is derived.

The following Sections are hereby revised:

Sect. 101.1: Insert “City of Sandy Springs”.

Sect. 103.1: Insert “Department of Community Development.

Sect. 104.1: Delete Section and Insert “Fees shall be as determined by the Authority having Jurisdiction and appropriately posted.”

Sect. 106-2: Delete Section in its entirety.

Sect. 104.2: “Penalties assessed for each violation shall be either a fine of up to \$1,000.00 or a term of incarceration of up to six (6) month[s], or both.”

Sect. 107.1: Amended to read as follows:

“Notice to person responsible. Whenever code enforcement officials, fire department personnel, or any other person authorized by the City to inspect and enforce violations of this Code determines that there has been a violation or has grounds to believe that a violation has occurred, the authorized official may issue or cause to have issued a citation or Notice of Violation. The Notice of Violation shall be in writing and contain the following: (i) A description of the real estate in question sufficient for identification; (ii) A statement of the violation or violations and why the Notice is being issued; and (iii) A correction order allowing a reasonable time to make repairs and improvements required to bring the property or structure into compliance with this code. A person or owner responsible for a violation shall not be entitled to a Notice of Violation as a prerequisite to the issuance of a citation, and the prior issuance of such Notice shall not prohibit the authorized official from issuing a citation if, in the discretion of the official or his or her designee, the owner or person responsible does not make good faith efforts to implement the corrective measures specified in the Notice of Violation. The authorized official shall have the power to issue subpoenas requiring occupants, residents, owners, or parties in interest of buildings under inspection, investigation, or who have been accused of a violation this article to appear in Sandy Springs Municipal Court. The authorized official, or his or her designee, shall also have the power to issue subpoenas to occupants, residents, owners, or parties in interest to produce written records related to the property under inspection of investigation.”

Sect. 107 entitled “Means of Appeal” is hereby deleted in its entirety.

Sect. 108 entitled “Board of Appeals” is hereby deleted in its entirety.

Sect. 109.2 entitled “Notice of Violation” is hereby deleted in its entirety.

Sect. 111.4 entitled “Notice” is hereby deleted in its entirety.

Sect. 111.4.1 entitled "Form" is hereby deleted in its entirety.

Sect. 111.4.2 entitled “Method of Service” is hereby deleted and amended as follows:

“Citation(s) or Notice(s) of Violation shall be deemed to be properly served if (i) a copy of thereof is delivered personally to the property owner or to the property owner’s agent or property manager; or (ii) sent via certified mail addressed to the to the last known address of the property owner or its registered agent.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous location in or about the structure or property affected by such notice. In all cases, service of notice in the foregoing manner upon the owner’s agent or upon the owner’s property manager or person responsible or the structure or property shall constitute service of notice upon the owner.”

SECTION II: It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Sandy Springs City Code of Ordinances, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

SECTION III: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION IV: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

SECTION V: This Ordinance shall become effective immediately upon adoption.

APPROVED AND ADOPTED this the 6th day of August 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr., AIA, Public Works Director

DATE: July 10, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve the Purchase of Environmental Mitigation Stream Credits for the Boylston Drive at Hammond Drive Intersection Realignment Project and to Authorize the City Manager to Purchase the Credits

Recommendation:

Staff recommends approval to purchase Environmental Mitigation Stream Credits required as part of the Boylston Drive at Hammond Drive Intersection Realignment Project (Project No. T58-1) (the "Project") and to Authorize the City Manager to purchase the credits. environmental permit and certifications from GDOT.

Background:

The T58-1 Boylston Drive at Hammond Dive Intersection Realignment Project will involve permanent impacts to 135 linear feet of perennial stream channel associated with a culvert extension that is necessary for the realignment. As such, the Project must meet the permitting requirements outlined in Section 404 of the Clean Water Act ("CWA"). Part of the Section 404 Permit requires the purchase of compensatory Environmental Mitigation Credits (the "Credits") when more than 100 linear feet of stream is impacted. The extent of the impacts necessitates the purchase of Credits, which can be purchased from approved mitigation banks in the service area.

Discussion:

The required credits have been unavailable for purchase statewide until recently. There are now Credits available for purchase from the Wauka Mountain II Mitigation Bank. The Project requires a total of 1,215 Stream Mitigation Credits at a cost per credit of \$195.00 for a total purchase price of \$236,925.00.

Financial Impact:

There are adequate funds available in the T58-1- for the Purchase of the Credits.

Alternatives:

The City may choose not to purchase the credits at this time and the Project will not move forward to the construction phase.

Review:

Cheryl Oslund, Administrative Coordinator
Marty Martin, Director of Public Works
Chris Owens, Assistant City Manager

Created/Initiated - 7/25/2024
Approved - 7/25/2024
Approved - 8/1/2024

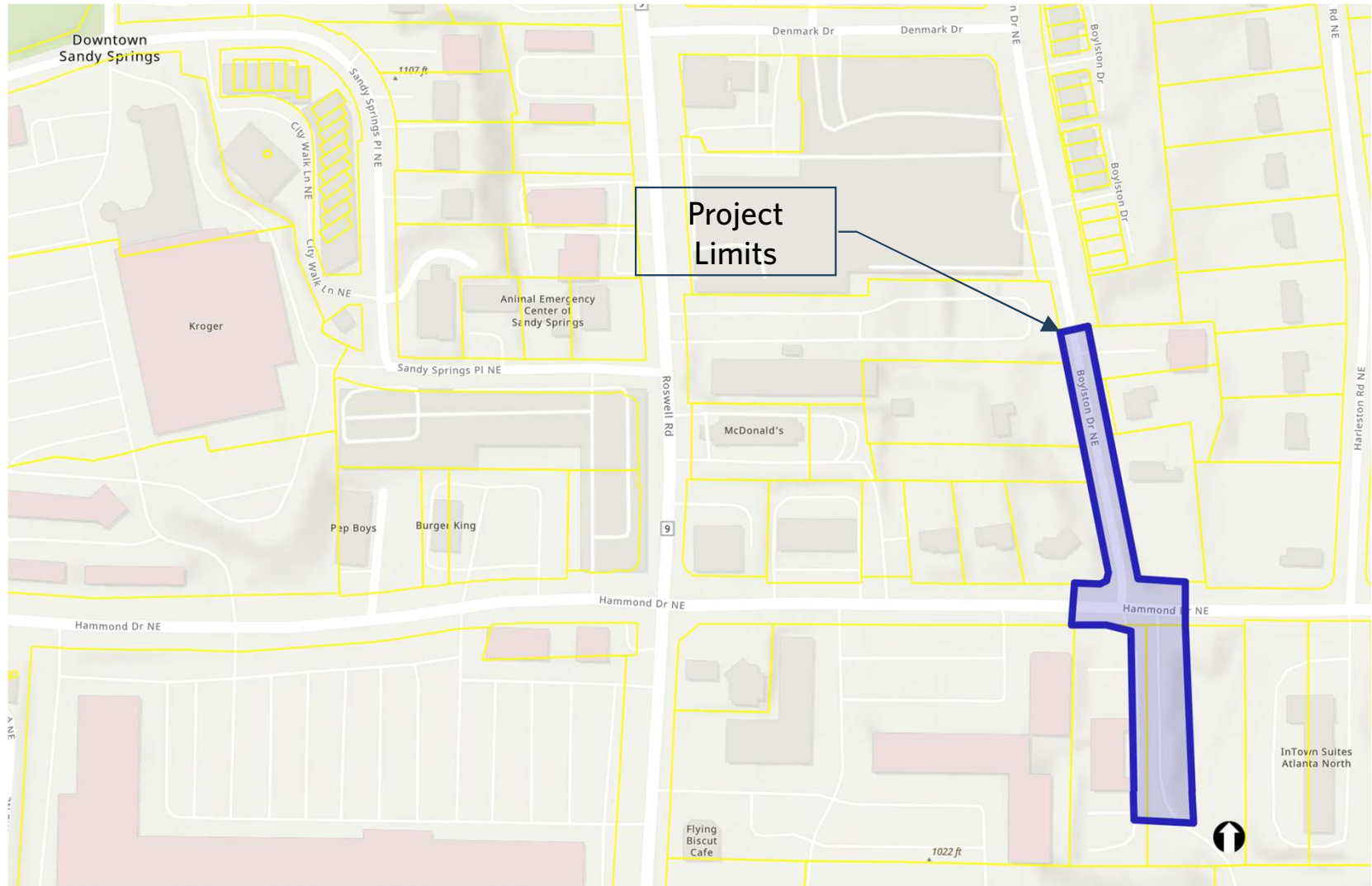
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Vicinity Map
2. Resolution

T58-1 Boylston at Hammond Intersection Realignment Vicinity Map



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE PURCHASE OF ENVIRONMENTAL
MITIGATION STREAM CREDITS FOR THE BOYLSTON DRIVE AT
HAMMOND DRIVE INTERSECTION REALIGNMENT PROJECT AND
TO AUTHORIZE THE CITY MANAGER TO PURCHASE THE CREDITS**

WHEREAS, the City of Sandy Springs (the “City”) has identified the need to realign the intersection of Boylston Drive at Hammond Drive to allow for improved mobility and high-quality bicycle and pedestrian infrastructure known as the Boylston Drive at Hammond Drive Intersection Realignment Project (Project No. T58-1) (the “Project”); and

WHEREAS, the Project will be impacting a perennial stream and therefore must meet the permitting requirements of Section 404 of the Clean Water Act (“CWA”) that requires the purchase of compensatory Environmental Mitigation Credits (the “Credits”) when more than 100 linear feet of stream is impacted; and

WHEREAS, the extent of the impacts necessitates the purchase of Credits, which can be purchased from approved mitigation banks in the service area, with this Project requiring the purchase of 1,215.00 Credits; and

WHEREAS, the Credits have been unavailable for purchase Statewide until recently. Wauka Mountain II Mitigation Bank currently has credits available for purchase; and

WHEREAS, the cost to the City to purchase the credits from the Wauka Mountain II Mitigation Bank is estimated to be \$195.00 per Credits, for a total of \$236,925.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY
OF SANDY SPRINGS, GEORGIA THAT:**

1. The purchase of 1,215.00 Environmental Mitigation Credits, in an amount of \$236,925.00 is hereby approved; and
2. The City Manager is hereby authorized to purchase the credits on behalf of the City, pending the approval of the City Attorney and Chief Financial Officer; and
3. The City Manager and the City Attorney are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 6th day of August, 2024.

Approved:

Attest:

Russell K. Paul, Mayor

Raquel D. González, City Clerk
(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr. AIA Public Works Director

DATE: July 16, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Contract Award to Blue Level Services, LLC to Construct the 6775 Lisa Lane and 6785 Lisa Lane Pond Rehabilitation Project and to Authorize the City Manager to Execute the Contract

Recommendation:

City Staff recommends contract award to Blue Level Services, LLC for construction of a stormwater drainage improvement project as it relates to the 6775/6785 Lisa Lane Pond Rehabilitation Project, (the "Project").

Background:

In 2022, the City engaged an engineering firm to develop plans for removal of accumulated sediment and correct deficiencies in the stormwater located at 6775 Lisa Lane and 6785 Lisa Lane. The Project corrects the diminished capacity inside the detention pond and rehabilitate the existing infrastructure and bring the drainage system up to City standards. The Project scope consists of:

- Remove and haul off 300 cubic yards of accumulated silt and sediment
- Replace 66 linear feet of gravity weir wall with stone veneer
- Replace 18" HDPE
- Install Rip Rap guide channel
- Rehabilitate Outlet Control Structure
- Install landscaping
- Install a sediment marker for inspection and future maintenance

The Project was originally programmed for completion in FY 2025; however, in October 2023 the City's maintenance crews observed failure of a portion of the gravity weir wall, therefore, the Project was re-prioritized for earlier construction schedule. In December 2023, the Project was bid, but later had to be cancelled due to funding limitations.

Discussion:

To advance the Project, the City issued another Invitation to Bid ("ITB") 24-069 on May 22, 2024 seeking bids from qualified contractors to construct the Project. A non-mandatory pre-bid site visit was held on May 30, 2024. Bids from six (6) contractors were received on June 21, 2024. Bid results were as follows:

Bidder	Bid
Blue Level Services, LLC.	\$298,367.64
Meba & T Transportation, LLC. (non-responsive)	\$34,730.00
Precision 2000, Inc.	\$499,645.13
SCA Construction, Inc.	\$394,607.25
Site Engineering, Inc.	\$536,976.00
Vertical Earth, Inc.	\$469,521.47

Upon review of the bids, staff recommends that award be made to the lowest most responsible and responsive bidder, Blue Level Services, LLC in the amount of \$298,367.64.

Financial Impact:

The engineer's construction cost estimate for the Project is \$350,000.00. There are adequate funds available in the Stormwater Capital Maintenance and Improvements Account budget to award this contract.

Alternatives:

City Council could choose to not implement the required repairs at this time and provide further guidance to Staff.

Review:

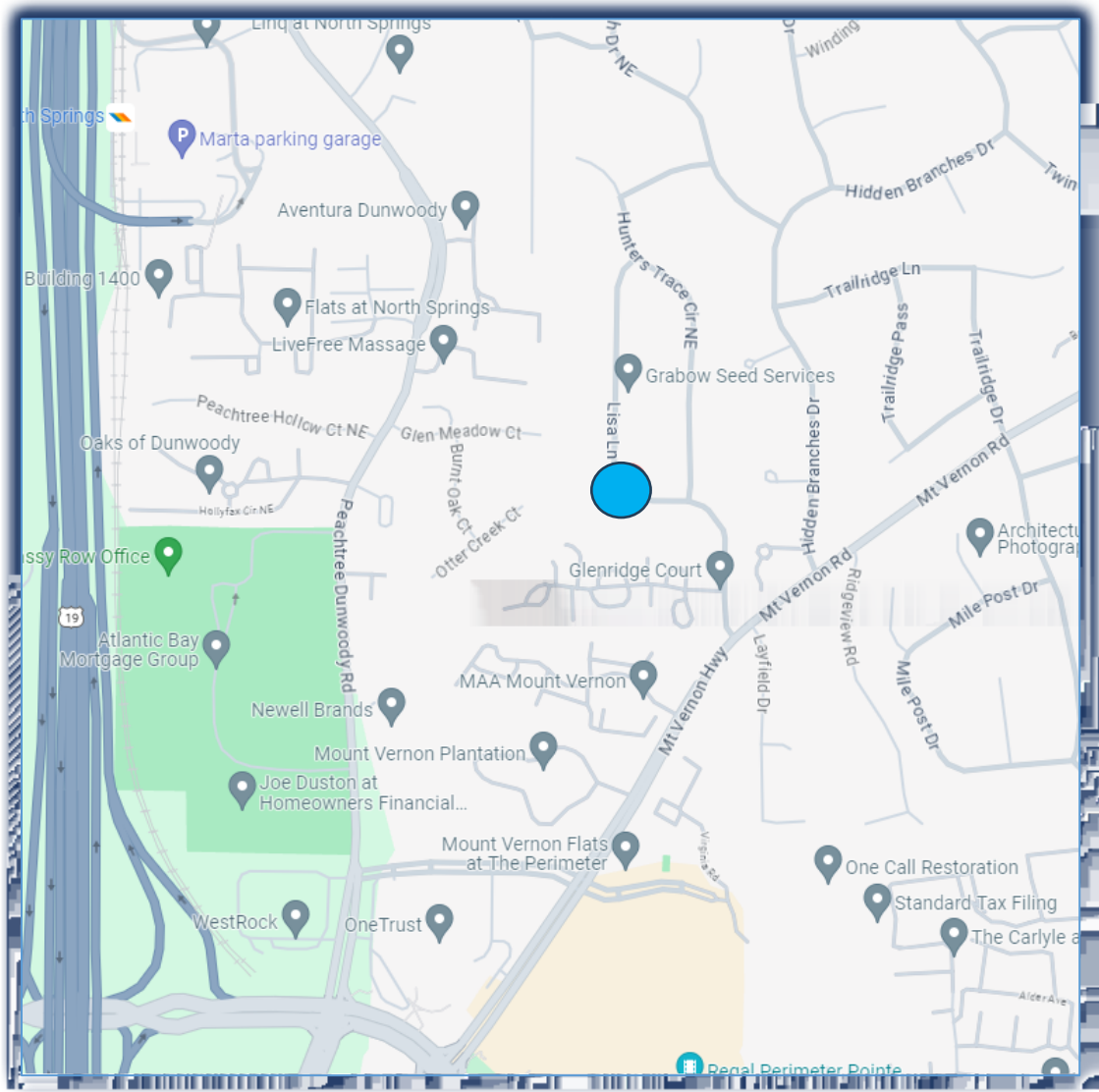
Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Chris Owens, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/25/2024
Approved - 7/25/2024
Approved - 8/1/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Project Location
2. Resolution Lisa Lane Award_07232024

6775/6785 Lisa Lane



LOCATION MAP

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION APPROVING CONTRACT AWARD TO BLUE LEVEL SERVICES, LLC TO
CONSTRUCT THE 6775 LISA LANE AND 6785 LISA LANE POND REHABILITATION
PROJECT AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, the City of Sandy Springs (“City”) has determined the necessity for the construction of a drainage improvement project at 6775 Lisa Lane, Sandy Springs (Fulton County), Georgia and 6785 Lisa Lane, Sandy Springs (Fulton County), Georgia (the “Project”); and

WHEREAS, the Project will correct certain deficiencies in the infrastructure found during a 2022 study and will bring the drainage system up to City standards; and

WHEREAS, to advance the Project, the City issued an Invitation to Bid (“ITB”) on May 22, 2024, soliciting bids from qualified firms to construct the Project; and

WHEREAS, On June 21st, 2024 the City received a bid from Blue Level Services, LLC, in the amount of \$298,367.64 and the City determined it to be the most responsive and responsible bid; and

WHEREAS, the City desires to make contract award to Blue Level Services, LLC in the amount of \$298,367.64 to perform the 6775 Lisa Lane and 6785 Lisa Lane Pond Rehabilitation Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY
OF SANDY SPRINGS, GEORGIA:**

1. That contract award for the Project to Blue Level Services, LLC in the amount of \$298,367.64 is approved; and
2. That the City Manager is authorized to execute the contract in the amount of \$298,367.64 with Blue Level Services, LLC, pending the approval of the City Attorney and the City Finance Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: William H. Martin, Jr., AIA, Public Works Director

DATE: July 25, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve a Construction Agreement Between the City of Sandy Springs and the Georgia Department of Transportation for Construction of the City of Sandy Springs' Portion of the PATH 400 Multiuse Trail Extension Project and to Authorize the Mayor to Execute the Agreement

Recommendation:

City Staff recommends that the Mayor and City Council approve the Construction Agreement (the "Agreement") between the Georgia Department of Transportation ("GDOT") and the City of Sandy Springs (the "City") for the construction of the City of Sandy Springs' portion of the PATH400 Multiuse Trail Extension Project, (Project No. T0060-S2121, PI 0015023) (the "Project"), and requests authorization for the Mayor to execute the Agreement.

Background:

The City entered into a Project Framework Agreement ("PFA") with GDOT for the Project that outlined each entity's funding commitments. The original PFA was approved by Mayor and Council on November 16, 2016 to provide funding for the preliminary engineering portion of the Project.. A revised PFA was approved on February 4, 2020 for additional engineering funding. In June 2023 the PFA was revised again to include additional design, purchase of mitigation credits, utilities and construction funds. On May 21, 2024, Mayor and City Council approved a construction contract with F.S. Scarbrough in the amount of \$20,150,923.94 for the construction of Segments 1 and 3 of the Project; GDOT has approved that award recommendation.

Discussion:

The Agreement outlines the expectations and requirements for both parties as they relate to the receipt of federal funds for the construction of the Project. GDOT is the direct recipient of funds from the Federal Highway Administration (FHWA) and will provide oversight of the project and administer the funds. The City will execute the Project in accordance with the FHWA regulations and this Agreement.

Financial Impact:

The construction of the Project will be funded through a combination of local funds and federal funds through GDOT per the City's executed Project Framework Agreement with GDOT.

CONSTRUCTION	Current Contract Amount
--------------	-------------------------

GDOT (80%)	\$16,120,739.15
COSS (20%)	\$4,030,184.79
TOTAL	\$20,150,923.94

In addition, the City approved an Intergovernmental Agreement with the City of Atlanta on January 2, 2024, to pay for a portion of the Project that will be constructed within the Atlanta city limits. The City's local construction match is funded with TSPLOST 2021 funds under S2121. There are adequate funds available from all funding sources to award the contract.

Alternatives:

The City may choose not to enter into the Construction Agreement with GDOT and not access the available federal funds that have been awarded for this project.

Review:

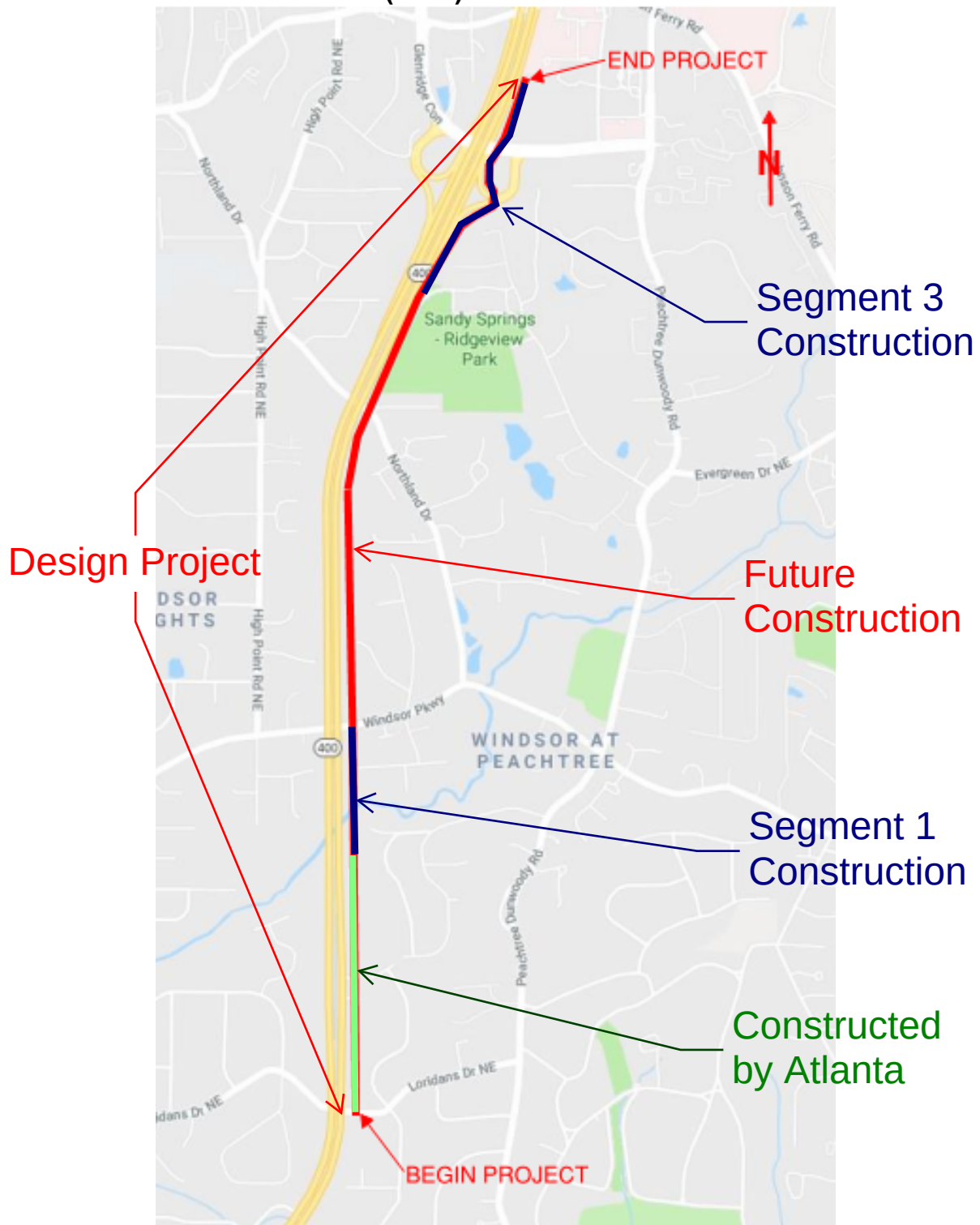
Cheryl Oslund, Administrative Coordinator
Marty Martin, Director of Public Works
Chris Owens, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/25/2024
Approved - 7/30/2024
Approved - 7/30/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Vicinity Map
2. Resolution
3. PI 0015023 Fulton County Local Let Construction Contract v2023-06

PROJECT LOCATION MAP (NTS)



PI No. 0015023 PATH 400 Trail Extension From Loridans Drive to Johnson Ferry Road

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE A CONSTRUCTION AGREEMENT BETWEEN
THE CITY OF SANDY SPRINGS AND THE GEORGIA DEPARTMENT OF
TRANSPORTATION FOR CONSTRUCTION OF THE CITY OF SANDY SPRINGS'
PORTION OF THE PATH 400 MULTIUSE TRAIL EXTENSION PROJECT
AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Sandy Springs (the “City”) has determined the necessity for construction of the extension of the SR 400 Multiuse Path as it relates to the PATH 400 Multiuse Trail Extension Project (Project No.: T0060-S2121) (the “Project”); and

WHEREAS, on November 16, 2016, City Council approved a Project Framework Agreement (“PFA”) with the Georgia Department of Transportation (“GDOT”) in order to provide funding for the preliminary engineering for the City’s portion of the Project; and

WHEREAS, on February 4, 2020, and June 6, 2023, City Council approved supplemental PFAs with GDOT for additional engineering funding for the Project; and

WHEREAS, on May 21, 2024, City Council approved a contract award in an amount of \$20,150,923.94 to F.S. Scarbrough for the construction of Segments One (1) and Three (3) of the Project, the contract award was also approved by GDOT; and

WHEREAS, the current Construction Agreement (attached hereto) will detail the Federal Highway Administrations (“FHA”) requirements for the receipt of federal funds, as well as provide the City with the framework for acceptance of federal funds as follows; GDOT portion in an amount of \$16,120,739.10 (80%), with a local match by the City of \$4,030,184.78 (20%) to advance the Project; and

WHEREAS, it is the desire of the City to enter into the attached Construction Agreement with GDOT in order to receive the federal funding necessary to advance the City’s portion of the PATH400 Multi-Use Trail Extension Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA THAT:

1. The attached Construction Agreement between the City of Sandy Springs and the Georgia Department of Transportation for the construction of the Path 400 Multiuse Extension Project is approved; and
2. The Mayor is hereby authorized to execute the Agreement, pending the approval of the City Attorney and the Chief Financial Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 6th day of August, 2024.

Approved:

Attest:

Russell K. Paul, Mayor

Raquel D. González, City Clerk
(SEAL)

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
CITY OF SANDY SPRINGS

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Sandy Springs, GEORGIA, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project, P.I. 0015023, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

PI 0015023 Fulton County/City of Sandy Springs

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be (The PATH400 Trail Extension is a proposed 12' wide concrete shared-use path approximately 2.3 miles in length. The project begins at the Sandy Springs City Limits line. The trail continues north through the former toll plaza, bridges Nancy Creek, crosses Windsor Pkwy, continues under Northland Drive with an at-grade connection, parallels Morgan Oak Circle (adjacent to Ridgeview Charter Middle School), crosses over the existing Glenridge Connector Ramps and under the existing Glenridge Connector with an at-grade connection, and ties into the trail portion of the under construction I-285/SR400 interchange improvement project just south of Johnson Ferry Road.), as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 7 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising

Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and

incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making

of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 1095 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless

the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

☒ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property

caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Low Bid amount written out Twenty million one hundred fifty thousand nine hundred twenty three dollars and ninety-four cents (\$20,150,923.94). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Federal/State Share written out Sixteen million one hundred fifty four thousand seven hundred fifty seven dollars and zero cents (\$16,154,757.00), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget

shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Federal/State Share written out Sixteen million one hundred fifty four thousand seven hundred fifty seven dollars dollars and zero cents (\$16,154,757.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting

firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of ten percent (10%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms

are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by

delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.

- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any

respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy

PI 0015023 Fulton County/City of Sandy Springs

and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of Zero(0000) hours.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation City of Sandy Springs, Georgia

By: _____
Commissioner

By: _____ (Seal)
Mayor

Name: _____

Signed, sealed and delivered
This _____,
in the presence of:

Attest:

Treasurer

Witness

Name: _____

Title: _____

Notary Public (Notary Seal)

Name: _____

Title: _____

This Agreement, approved by
City of Sandy Springs, the

(Date)

Attest:

Name and Title

20-3767748
Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

City of Sandy Springs

P.I. No. 0015023

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The PATH400 Trail Extension is a proposed 12' wide concrete shared-use path approximately 2.3 miles in length. The project begins at the Sandy Springs City Limits line. The trail continues north through the former toll plaza, bridges Nancy Creek, crosses Windsor Pkwy, continues under Northland Drive with an at-grade connection, parallels Morgan Oak Circle (adjacent to Ridgeview Charter Middle School), crosses over the existing Glenridge Connector Ramps and under the existing Glenridge Connector with an at-grade connection, and ties into the trail portion of the under construction I-285/SR400 interchange improvement project just south of Johnson Ferry Road.

EXHIBIT B

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First TierParticipants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction forcause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

City of Sandy Springs

P.I. No. 0015023

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	August 2024
Construction NTP	August 2024
Corrective List	June 2027
Final inspection	August 2027

EXHIBIT D

BUDGET ESTIMATE

City of Sandy Springs

P.I. No. 0015023



SANDY SPRINGS

GEORGIA

INVITATION TO BID #24-033

Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Road)

Fulton County

PI No. 0015023

Bid Due:

April 2, 2024, 2:00 p.m.

<https://us06web.zoom.us/j/8146434147?pwd=enE0QWhqUVJQYlJvdIVRZjdtQmorQT09&omn=83106575572>

Passcode: K6qKVp

One tap mobile

+13017158592 US (Washington DC)

+13126266799, US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 814 643 4147

Passcode: 495973

Pre-Bid Conference

February 29, 2024, 3:00 p.m.

<https://us06web.zoom.us/j/8146434147?pwd=enE0QWhqUVJQYlJvdIVRZjdtQmorQT09&omn=82044015213>

Passcode: K6qKVp

One tap mobile

+13017158592 US (Washington DC)

+13126266799, US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 814 643 4147

Passcode: 495973

Bids will only be accepted online through the Bonfire Portal at

<https://sandysprings.bonfirehub.com/projects/view/113224>. Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

The City of Sandy Springs in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that will affirmatively ensure that in any contract entered into pursuant this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Project Description: Path 400 Trail Extension (Sandy Springs Circle Limit to S. Johnson Ferry Road-Segment 1 and Segment 3 (a&b))

General Information:

1. All documents, plans, specifications, and forms associated with this solicitation can be accessed through the Bonfire Portal at <https://sandysprings.bonfirehub.com/projects/view/113224>
2. All communications regarding this solicitation must be with the assigned Procurement Agent, Edward S McAdoo III, purchasing@sandyspringsga.gov.
3. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/113224>. Questions are due **no later than March 6, 2024, 5:00 p.m.** Questions received after this date and time may not be answered.
4. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/113224> It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.
5. The form of contract (Contract") the City intends to execute with the selected contractor is included for your review.
6. GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition and all applicable special provisions and supplemental specification will apply to the contract for this project.
7. Bidders submitting a bid in excess of \$2,000,000.00 must be GDOT pre-qualified. Bidders submitting a bid of less than \$2,000,000.00 must be either GDOT pre-qualified or a GDOT registered sub-contractor.
8. The DBE Goal for this project is 10%.
9. A Bid Bond in the amount of 5% of the total bid will be required to be submitted with the bid per GDOT Section 102.08.
10. Performance and Payment Bonds in the full amount of the contract will be required at the time of contract execution per GDOT Section 103.05.
11. The number of calendar day is 1,095 to complete construction from when the Notice to Proceed for Construction is given by the sponsor to the contractor.
12. The maximum proposal acceptance time and is one hundred twenty (120) days from bid due date.
13. Per GDOT Section 103.2, If the Contract is awarded, it will be awarded to the lowest responsive responsible bidder whose proposal shall have met all the prescribed requirements.
14. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
15. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.
16. Contractor shall only use suppliers on the appropriate GDOT Qualified Products List.
17. All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and inspection Guide.
18. There will be a pre-construction meeting with a minimum, the Sponsor, Contractor, selected DBE Firms, GDOT Area Engineer, and the GDOT Project Manager.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ENGINEER: The Sandy Springs Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

CONTRACT DOCUMENTS: Contract Agreement, General Conditions,
Special Provisions, Technical Specifications,
Bidding Documents

EXHIBIT A
TO CONTRACT AGREEMENT
SCOPE OF SERVICES

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs, Path 400 Trail Extension (Sandy Springs City Limit to S. Johnson Ferry Road) PI No. 0015023, as per the attached plans depicted as Segment 1 and Segment 3.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems (current edition) – SEE ALSO EXHIBIT E, "SPECIAL PROVISIONS" PROVIDED WITH "REQUEST FOR BID" DOCUMENTS. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only. The project will construct a 12' wide concrete shared-use path. The project begins south of the Sandy Springs City Limit north of the former toll plaza and parallels SR400 along the east side primarily within the right-of-way. The trail continues north with a bridge over Nancy Creek, crosses Windsor Pkwy (End Segment 1/Begin Segment 2), continues under Northland Drive with an at-grade connection, parallels Morgan Oak Circle (adjacent to Ridgeview Charter Middle School) (End Segment 2/Begin Segment 3), crosses over the existing Glenridge Connector Ramps and under the existing Glenridge Connector with an at-grade connection, and ties into the trail portion of the under construction I-285/SR400 interchange improvement project just south of Johnson Ferry Road (End Segment 3).

1. There is no City furnished equipment to be installed by Contractor.
2. Bonds will be required for this project

BIDDING INSTRUCTIONS

Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:

City Bid Form
City Qualification Signature and Certification Form
Bid Schedule
Bid Summary
Bid Price Certification
E-Verify Affidavit under O.C.G.A. 13-10-91(b)(1)
Addenda Acknowledgment
Subcontractor List
Bid Bond
DBE Goal Form
Federal Aid Certification
Georgia Security Immigration Compliance Act Affidavit

Upon award of contract the following items shall also be submitted:

Payment Bond
Performance Bond
Certification of Sponsor Drug Free Workplace
Certificate of Insurance
Notice to Contractors Compliance with Electrical Safety Provisions
Affidavit verifying Status for City Public Benefit Application
Corporate Certificate

BID FORM
(Bidder to sign and return)

**TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB #24-033
Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Road)

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within 1,095 calendar days from the initial Notice to Proceed.

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project. Upon completion and prior to final payment the Bidder will be required to sign a "Notice of Termination (NOT) upon final approval by COSS.

Attached hereto is an executed Bid Bond (bond only: certified checks or other forms are not acceptable)
_____ in the amount of _____ Dollars (\$ Five Percent of Amount Bid).

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
<u>1</u>	<u>3/26/24</u>
<u>2</u>	<u>3/29/24</u>
<u>3</u>	<u>4/2/24</u>

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this 2nd day of April, 2024

Bidder F.S. Scarbraugh, LLC
Company Name

Seal

Bidder Mailing Address:

PO BOX 2613
peachtree city, GA 30269

By: [Signature]
Title: President

By: _____
Title: _____

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature  Date 04/02/2024

Print/Type Name Franklin Scarbraugh

Email Address estimating@fsscarbraugh.com

Print/Type Company Name Here F.S. Scarbraugh, LLC.

BID SUMMARY

BASE BID AMOUNT \$14,467,188.40

BID ALTERNATIVE #1 AMOUNT \$5,683,735.54

TOTAL BID AMOUNT \$20,150,923.94

TOTAL BID AMOUNT IN WORDS Twenty million One Hundred Fifty Thousand Nine Hundred Twenty Three and 94/100

LOW BID AWARD DETERMINATION:

Base Bid Amount shall be for Segment 1 and Segment 3B.
Bid Alternate #1 Amount shall be for Segment 3A.
Total Bid Amount shall be total of Base Bid and Bid Alternate #1.

Low bid award shall be lowest bidder for TOTAL BID AMOUNT except if TOTAL BID AMOUNT exceeds project funding, Low bid award shall be lowest bidder for Base Bid Amount.

BID PRICE CERTIFICATION

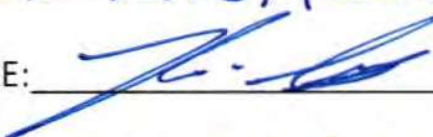
In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

TOTAL BID PRICE: \$20,150,923.94

TOTAL BID PRICE IN WORDS: Twenty Million One Hundred Fifty Thousand Nine Hundred Twenty-Three and 94/100

COMPANY: F.S. Scarbraugh, LLC

ADDRESS: PO BOX 2613, Peachtree City, GA 30269

AUTHORIZED SIGNATURE: 

EMAIL ADDRESS: estimating@fsscarbraugh.com

PRINT / TYPE NAME: Franklin Scarbraugh

BID BOND
(BID BOND TO BE RETURNED WITH BID)

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(Name of Contractor) F. S. Scarbrough, LLC
(Address of Contractor) at 500 Lanier Ave W Ste 911, Fayetteville, GA, 30214, A Limited Liability Company

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____
Amerisure Mutual Insurance Company

(Name of Surety)
26777 Halsted Road Farmington Hills, MI 48331
(Address of Surety)

A corporation of the State of MI, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

herein after referred to as Obligee, in the penal sum
of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

24-033 Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Rd)

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.
Signed, sealed, and dated this 2nd day of April A.D., 2024



ATTEST:
[Signature]
(Principal Secretary)

(SEAL)
[Signature]
(Witness to Principal)

F. S. Scarbrough, LLC
(Principal)

BY: [Signature]
500 Lanier Ave W Ste 911, Fayetteville, GA, 30214
(Address)

PO Box 2113, Peachtree City, GA 30269
(Address)

Amerisure Mutual Insurance Company
(Surety)

ATTEST

BY: [Signature]
(Attorney-in-Fact) and Resident Agent Edward Mooney, Attorney-in-Fact



Linda Adams Roberts
(Attorney-in-Fact) Linda Adams Roberts, Attorney-in-Fact

(Seal)

26777 Halsted Road Farmington Hills, MI 48331
(Address)

Haley Rhoads
(Witness as to Surety) Haley Rhoads, GA Resident Agent

1 Concourse Parkway NE, Suite 700, Atlanta, GA 30328
(Address)







AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

EDWARD MOONEY, TIFFANY SOTO, LINDA ADAMS ROBERTS, REBECCA E. HOWARD and HALEY RHOADS

of USI Insurance Services, LLC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

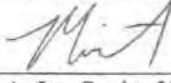
This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

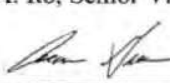
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: 
Michael A. Ito, Senior Vice President Surety

By: 
Aaron Green, Vice President Surety



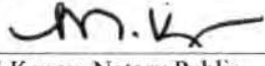
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

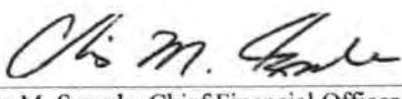


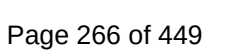

M.Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of April, 2024.




Christopher M. Spaude, Chief Financial Officer & Treasurer





SANDY SPRINGS
GEORGIA

CONTRACT AGREEMENT

For

Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Road)
PI No. 0015023
("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA
("City")

and

F.S. Scarborough, LLC.
("Contractor")

TABLE OF CONTENTS

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

- 1.1 The Contract
- 1.2 The Contract Documents
- 1.3 Entire Agreement
- 1.4 Subletting, Assignment, or Transfer
- 1.5 No Privity with Others
- 1.6 Intent and Interpretation
- 1.7 Ownership of Contract Documents
- 1.8 Hierarchy of Contract Documents

ARTICLE II

THE WORK

- 2.1 Contractor Responsibility
- 2.2 "Work" Defined
- 2.3 Review of Work
- 2.4 Workday and Restrictions, Suspension and Interruption
- 2.5 Work to be Performed by the Contractor

ARTICLE III

CONTRACT TIME

- 3.1 Time and Liquidated Damages
- 3.2 Substantial Completion
- 3.3 Time is of the Essence

ARTICLE IV

CONTRACT PRICE

- 4.1 The Contract Price

ARTICLE V

PAYMENT OF THE CONTRACT PRICES

- 5.1 Bid Schedule
- 5.2 Payment Procedure
- 5.3 Withheld Payment

- 5.4 Punch List
- 5.5 Completion and Final Payment

ARTICLE VI

THE CITY

- 6.1 City Responsibility
- 6.2 Right to Stop Work
- 6.3 City's Right to Carry Out Work

ARTICLE VII

THE CONTRACTOR

- 7.1 Duties with Respect to Documents
- 7.2 Manner of Performance
- 7.3 Supervision
- 7.4 Compliance
- 7.5 Warranty
- 7.6 Permits, Inspections, Fees and Licenses
- 7.7 Supervision
- 7.8 Schedules
- 7.9 Contract to be Maintained at Project Site
- 7.10 Shop Drawings, Product Data and Samples
- 7.11 Cleaning the Project Site and the Project
- 7.12 Access to Work
- 7.13 Indemnity
- 7.14 Means, Methods, Techniques, Sequences, Procedures and Safety
- 7.15 Separate Contracts
- 7.16 Maintenance of Contract Cost Records

ARTICLE VIII

CONTRACT ADMINISTRATION

- 8.1 Claims by the Contractor

ARTICLE IX

SUBCONTRACTORS

- 9.1 Definition
- 9.2 Award of Subcontracts

ARTICLE X

CHANGES IN THE WORK

- 10.1 Changes Permitted
- 10.2 Change Order Defined
- 10.3 Changes in the Contract Price
- 10.4 Effect of Executed Change Order
- 10.5 Notice to Surety; Consent

ARTICLE XI

UNCOVERING AND CORRECTING WORK

- 11.1 Uncovering Work
- 11.2 Correcting Work
- 11.3 City May Accept Defective or Nonconforming Work

ARTICLE XII

CONTRACT TERMINATION

- 12.1 Termination by the Contractor
- 12.2 Termination by the City

ARTICLE XIII

INSURANCE

- 13.1 Insurance Requirements

ARTICLE XIV

DISPUTES

- 14.1 Mediation

ARTICLE XV

INDEPENDENT CONTRACTOR

- 15.1 Relationship between Contractor and City

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

ARTICLE XVII

MISCELLANEOUS

- 17.1 Governing Law
- 17.2 Successors and Assigns
- 17.3 Surety Bonds
- 17.4 Notices

EXHIBITS

- EXHIBIT A SCOPE OF SERVICES
- EXHIBIT B BID SCHEDULE
- EXHIBIT C GDOT REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED CONSTRUCTION CONTRACTS
- EXHIBIT D COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
- EXHIBIT E SPECIAL PROVISIONS
- EXHIBIT F CERTIFICATION OF SPONSOR DRUG FREE WORKPLACE
- EXHIBIT G DBE GOALS
- EXHIBIT H CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AND INSTRUCTIONS
- EXHIBIT I LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS AND INSTRUCTIONS
- EXHIBIT J CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
- EXHIBIT K INSURANCE REQUIREMENTS
- EXHIBIT L LIST OF CONTRACTORS
- EXHIBIT M CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

APPENDICES

CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and F.S. Scarborough, LLC. (hereinafter referred to as the Contractor) under seal for construction of the **Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Road) (Segments 1 and 3)**

PI No. 0015023

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified **(meaning a Prequalified Prime Contractor listed by the Georgia Department of Transportation, Office of Contract Administration)** and experienced to provide such services necessary for construction of the Project (the City requires that the Contractor and to comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation for Bid No. 24-033 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other,

non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 "Work" Defined

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

2.3 Review of Work

2.3.1 Authorized representatives of the City, GDOT, and affected federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

2.5 Work to be performed by the Prime Contract

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The Contractor shall identify which tasks shall be self-performed.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, **no later than one-thousand ninety-five (1,095) Calendar Days**, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

3.1.2 The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 Substantial Completion shall mean the stage of the work when Sandy Springs has determined all pay items are sufficiently complete allowing the newly constructed facilities to be used for their intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") attached hereto as EXHIBIT B, BID SCHEDULE and

incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may require. Therein, the Contractor may request payment for one hundred percent (100%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated into the Work plus one hundred percent (100%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the City) for subsequent incorporation into the Work, less the total amount of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set

forth in Paragraph 5.3 herein below;

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts

previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Punch List

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City in writing. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.5 Completion and Final Payment

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the sum of \$ 500.00 (as stipulated in GDOT Standard Specifications 108.08) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully

paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or

corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 Equal Employment Opportunity

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7.4.2 The Contractor's performance of the Work shall comply with all federal and state legal requirements imposed on GDOT including specifically, but not limited to, the provisions governing GDOT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; GDOT's Rules and Regulations Governing the Prequalification of Prospective Bidders, Chapter 672-5; and GDOT's Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.3 The Contractor shall comply with the provisions of Federal Form-1273, attached hereto as EXHIBIT C, REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS, and incorporated herein. The Contractor further agrees to require compliance with and physical incorporation of the provisions of Federal Form-1273 into all subcontracts for construction of the Project.

7.4.4 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT D, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.5 The Contractor shall comply with the provisions of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 CFR 14895) and shall physically include the provisions of Executive Order 11246 in each subcontract in excess of \$10,000. A copy of Executive Order 11246 (43 CFR 14895) is attached to this Agreement as EXHIBIT E, STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 CFR 14895), and incorporated herein.

7.4.6 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, in the form attached hereto as EXHIBIT F, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.7 The Contractor shall subcontract a minimum goal of ten percent (**10%**) of the total amount of Project funds to Disadvantaged Business Enterprise ("DBE"), as defined and provided for under the Federal Rules and Regulations 49 CFR 23 and 26, and as outlined in EXHIBIT G, DBE REQUIREMENTS, attached hereto and incorporated herein.

7.4.8 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 ("ADA"), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto.

7.4.9 The Contractor shall provide to the City in the form attached hereto as EXHIBIT H, CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549 and 49 CFR 29, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions, and shall cause the lower tier participant or Subcontractor to submit the certification attached hereto as EXHIBIT I, LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, according to the instructions attached to the certification form.

7.4.10 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a), as prescribed by 23 U.S.C. 113 for federal aid highway projects, except roadways classified as local roads or rural minor collectors.

7.4.11 The Contractor shall comply with and shall require its Subcontractors to comply

with Section 25-9-1, et seq. of the Georgia Code Annotated, "Georgia Utility Facility Protection Act", CALL BEFORE YOU DIG 1-800-282-7411.

7.4.12 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.13 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.14 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT J, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>.

7.4.15 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed.

7.6 Permits, Inspections, Fees and Licenses

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any

and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract to be maintained at Project Site

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have

been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City, GDOT and any affected federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and GDOT, their boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its

apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.

The Contractor shall adequately protect its own property from damage, will protect the City's property from damage or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by GDOT and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall

diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 Claims for Concealed and Unknown Conditions -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 Claims for Additional Costs -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.1.5 Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for

additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions Not Reasonably Anticipated

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which

correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above. All subcontractor including DBE firms are to be GDOT registered subcontractors or prequalified contractors.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract

as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this

Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with sub-paragraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts

paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and

work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT K, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of delivery of such certificates to the City.

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and City

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17.3 Surety Bonds

17.3.1 The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to

the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution of this Agreement and the surety bonds for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

17.4 Notices

If to the City:

Eden Freeman, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

Contractor Contact, Title
Address
City, State Zip

With copies to:

Erika Adams Office Manager
PO Box 2613
Peachtree City, GA 30269

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Eden Freeman, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR

By: _____
Name:

Date of Execution

Franklin Scarbraugh
(Typed or printed name)

President
Title

ATTEST:

By: _____
Secretary for Corporation

(SEAL)

Witness

EXHIBIT A
TO CONTRACT AGREEMENT
SCOPE OF SERVICES

EXHIBIT B
TO CONTRACT AGREEMENT
Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Road)
PI No. 0015023
BID SCHEDULE

Updated Bid Tab 0015023 CSS Segment 1

ROADWAY					
ITEM NUMBER	ITEM DESCRIPTION	Quantity	Units	UNIT PRICE	COST
150-1000	TRAFFIC CONTROL - 0015023	1	LS	\$ 426,976.43	\$ 426,976.43
153-1300	FIELD ENGINEERS OFFICE TP 3	1	EA	\$ 112,905.00	\$ 112,905.00
156-0100	GPS DATA COLLECTION AND SUBMITTAL	1	LS	\$ 4,800.00	\$ 4,800.00
210-0100	GRADING COMPLETE - 0015023	1	LS	\$ 2,760,321.35	\$2,760,321.35
441-0106	CONC SIDEWALK, 6 IN	1388	SY	\$ 80.85	\$ 112,219.80
441-0108	CONC SIDEWALK, 8 IN	40	SY	\$ 160.54	\$ 6,421.60
515-2050	HANDRAIL SPECIAL DESIGN	1354	LF	\$ 121.67	\$ 164,741.18
641-1100	GUARDRAIL, TP T	79	LF	\$ 96.90	\$ 7,655.10
641-1200	GUARDRAIL, TP W	54	LF	\$ 48.96	\$ 2,643.84
641-5001	GUARDRAIL ANCHORAGE, TP 1	3	EA	\$ 2,576.52	\$ 7,729.56
643-8200	BARRIER FENCE (ORANGE), 4 FT	3524	LF	\$ 3.74	\$ 13,179.76
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	2325	LF	\$ 26.27	\$ 61,077.75
754-4000	WASTE RECEPTACLE UNIT	1	EA	\$ 2,589.62	\$ 2,589.62
754-5000	BENCH	1	EA	\$ 4,582.79	\$ 4,582.79
754-6000	BICYCLE RACK	1	EA	\$ 986.91	\$ 986.91
900-0526	BOLLARDS	2	EA	\$ 721.50	\$ 1,443.00
900-0527	REMOVABLE BOLLARDS	2	EA	\$ 971.25	\$ 1,942.50
937-9900	SECURITY CAMERA	1	EA	\$ 24,587.87	\$ 24,587.87
999-0110	TRAIL COUNTER	1	EA	\$ 16,478.10	\$ 16,478.10
PAVEMENT					
310-1101	GR AGGR BASE CRS, INCL MATL	9	TN	\$ 42.00	\$ 378.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	4	TN	\$ 542.07	\$ 2,168.28
413-0750	TACK COAT	3	GL	\$ 33.42	\$ 100.26
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	3	CY	\$ 436.45	\$ 1,309.35
DRAINAGE					

441-0204	PLAIN CONC DITCH PAVING, 4 IN	152	SY	\$ 130.61	\$ 19,852.72
500-3200	CLASS B CONCRETE	9	CY	\$ 776.38	\$ 6,987.42
500-3800	CLASS A CONCRETE, INCL REINF STEEL	6	CY	\$ 1,007.72	\$ 6,046.32
511-1000	BAR REINF STEEL	97	LB	\$ 1.13	\$ 109.61
550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	45	LF	\$ 104.51	\$ 4,702.95
550-5540	STORM DRAIN PIPE, 54 IN, CLASS III	42	LF	\$ 346.72	\$ 14,562.24
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	3051	SY	\$ 105.26	\$ 321,148.26
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	85	SY	\$ 158.96	\$ 13,511.60
603-7000	PLASTIC FILTER FABRIC	3136	SY	\$ 4.08	\$ 12,794.88
668-2100	DROP INLET, GP 1	3	EA	\$ 6,698.04	\$ 20,094.12
668-2110	DROP INLET, GP 1, ADDL DEPTH	8	LF	\$ 698.89	\$ 5,591.12
668-4300	STORM SEWER MANHOLE, TP 1	2	EA	\$ 10,127.19	\$ 20,254.38
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	9	LF	\$ 565.91	\$ 5,093.19
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	2	AC	\$ 740.00	\$ 1,480.00
163-0240	MULCH	67	TN	\$ 494.00	\$ 33,098.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA	\$ 2,593.44	\$ 5,186.88
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	3	EA	\$ 1,080.29	\$ 3,240.87
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	1	EA	\$ 1,264.16	\$ 1,264.16
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	5	EA	\$ 280.00	\$ 1,400.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	3072	LF	\$ 1.92	\$ 5,898.24
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	45	LF	\$ 25.00	\$ 1,125.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA	\$ 2,087.79	\$ 4,175.58
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	5	EA	\$ 132.00	\$ 660.00
165-0110	MAINTENANCE OF ROCK FILTER DAM	1	EA	\$ 1,264.16	\$ 1,264.16
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$ 2,748.43	\$ 2,748.43
167-1000	WATER QUALITY MONITORING AND SAMPLING	5	EA	\$ 125.00	\$ 625.00

167-1500	WATER QUALITY INSPECTIONS	18	MO	\$ 550.00	\$ 9,900.00
171-0030	TEMPORARY SILT FENCE, TYPE C	6144	LF	\$ 4.70	\$ 28,876.80
PERMANENT EROSION CONTROL					
700-6910	PERMANENT GRASSING	4	AC	\$ 1,420.00	\$ 5,680.00
700-7000	AGRICULTURAL LIME	12	TN	\$ 575.00	\$ 6,900.00
700-8000	FERTILIZER MIXED GRADE	4	TN	\$ 1,092.00	\$ 4,368.00
700-8100	FERTILIZER NITROGEN CONTENT	200	LB	\$ 1.65	\$ 330.00
700-9300	SOD	639	SY	\$ 11.00	\$ 7,029.00
716-2000	EROSION CONTROL MATS, SLOPES	583	SY	\$ 1.29	\$ 752.07
SIGNING					
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	9	SF	\$ 53.39	\$ 480.51
636-2070	GALV STEEL POSTS, TP 7	13	LF	\$ 35.90	\$ 466.70
636-6000	PATH FOUNDATION SIGNAGE, WAYFINDING SIGNS, 6' SQUARE POST,	2	EA	\$ 3,572.86	\$ 7,145.72
	POWDER COAT GRAY, DIRECT PRINT PANEL				
636-6000	PATH FOUNDATION SIGNAGE, REGULATORY SIGNS, 6' SQUARE POST, POWDER COAT GRAY, DIRECT PRINT PANEL	2	EA	\$ 1,382.27	\$ 2,764.54
PAVEMENT MARKING					
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	708	LF	\$ 5.00	\$ 3,540.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	7	LF	\$ 14.63	\$ 102.41
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	960	GLF	\$ 2.53	\$ 2,428.80
653-0240	THERMOPLASTIC PVMT MARKING, WORD, TP 4	2	EA	\$ 350.00	\$ 700.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	154	LF	\$ 6.25	\$ 962.50
659-5013	HOT APPLIED PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYMBOLS, WHITE, TP P	2	EA	\$ 350.00	\$ 700.00
WALLS AND STAIRS					
207-0203	FOUND BKFILL MATL, TP II (MSE Wall 5 - STA 140+07.00 to STA 145+80.00)	3	CY	\$ 64.88	\$ 194.64
500-3101	CLASS A CONCRETE	3	CY	\$ 2,174.35	\$ 6,523.05
511-1000	BAR REINF STEEL	266	LB	\$ 1.14	\$ 303.24
627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO -	500	SF	\$ 45.66	\$ 22,830.00
627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO -	7573	SF	\$ 45.66	\$ 345,783.18

627-1100	COPING A, WALL NO -	598	LF	\$ 144.34	\$ 86,315.32
627-1180	ADDITIONAL MSE BACKFILL	38	CY	\$ 82.80	\$ 3,146.40
627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO - (MSE Wall 6A - STA 142+50.00 to STA 146+90.00)	1713	SF	\$ 45.66	\$ 78,215.58
627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO -	1409	SF	\$ 45.66	\$ 64,334.94
627-1100	COPING A, WALL NO -	327	LF	\$ 144.34	\$ 47,199.18
500-3201	CLASS B CONCRETE, RETAINING WALL (Gravity Wall 6B - STA 145+75.00 to STA 146+90.00)	35	CY	\$ 525.00	\$ 18,375.00
610-0810	REMOVE SOUND BARRIER (Noise Barriers)	2190	SF	\$ 78.38	\$ 171,652.20
624-0450	NOISE BARRIER, GROUND MOUNTED, TYPE -	900	SF	\$ 413.73	\$ 372,357.00
STRUCTURES					
207-0203	FOUND BKILL MATL, TP II (Bridge 1 - STA 126+18.00 to STA 140+13.00)	36	CY	\$ 205.91	\$ 7,412.76
211-0300	BRIDGE EXCAVATION, STREAM CROSSING	220	CY	\$ 46.47	\$ 10,223.40
500-1011	SUPERSTR CONCRETE, CL D, BR NO -	531	CY	\$ 1,271.20	\$ 675,007.20
500-3002	CLASS AA CONCRETE	340	CY	\$ 1,586.48	\$ 539,403.20
501-3000	STR STEEL, BR NO -	226008	LB	\$ 8.58	\$1,939,148.64
507-9240	PSC BEAMS, SPCL DESIGN, BR NO -	1914	LF	\$ 255.37	\$ 488,778.18
511-1000	BAR REINF STEEL	62026	LB	\$ 1.13	\$ 70,089.38
511-3000	SUPERSTR REINF STEEL, BR NO -	82928	LB	\$ 1.13	\$ 93,708.64
515-2050	HANDRAIL SPECIAL DESIGN - 54 IN	2787	LF	\$ 149.76	\$ 417,381.12
520-1125	PILING IN PLACE, STEEL H, HP 12 X 53	2260	LF	\$ 191.24	\$ 432,202.40
520-1147	PILING IN PLACE, STEEL H, HP 14 X 73	560	LF	\$ 276.96	\$ 155,097.60
520-4125	LOAD TEST, STEEL H, HP 12 X 53	1	EA	\$ 1.00	\$ 1.00
520-4147	LOAD TEST, STEEL H, HP 14 X 73	1	EA	\$ 1.00	\$ 1.00
520-5000	PILOT HOLES	748	LF	\$ 263.90	\$ 197,397.20
523-1100	DYNAMIC PILE TEST	13	EA	\$ 5,860.00	\$ 76,180.00
ITS					
610-0500	REM EXISTING CABLE	450	LF	\$ 2.55	\$ 1,147.50
682-2140	PULL BOX, TYPE 4	2	EA	\$ 1,199.93	\$ 2,399.86
935-1112	F/O CABLE, LOOSE TUBE, SM, 12 FIBER	15	LF	\$ 1.79	\$ 26.85

935-1113	OSP F/O CABLE, LOOSE TUBE, SM, 24 FIBER	520	LF	\$ 1.94	\$ 1,008.80
935-1118	OSP F/O CABLE, LOOSE TUBE, SM, 144 FIBER	520	LF	\$ 3.67	\$ 1,908.40
935-4010	FIBER OPTIC SPLICE , FUSION	2	EA	\$ 40.14	\$ 80.28
935-4102	FIBER OPTIC CLOSURE, UNDERGROUND, 12 SPLICE	1	EA	\$ 1,971.76	\$ 1,971.76
LANDSCAPING					
700-6910	CYNADON DACTYLON; BERMUDA GRASS HYDROSEED	0.21	AC	\$ 16,082.25	\$ 3,377.27
700-9300	CYNADON DACTYLON; BERMUDA GRASS	2393	SY	\$ 14.15	\$ 33,860.95
702-0015	ACER RUBRUM; RED MAPLE	4	EA	\$ 799.50	\$ 3,198.00
702-0042	AESCLUS PAVIA, RED BUCKEYE	22	EA	\$ 153.75	\$ 3,382.50
702-0051	AMELANCHIER x GRANDIF LORA 'AUTUM N BRILLIANCE'; AUTUM N BRILLIANCE SERVICE BERRY	2	EA	\$ 645.75	\$ 1,291.50
702-0120	CARPINUS CAROLIANA; AMERICAN HORNBEAM	5	EA	\$ 615.00	\$ 3,075.00
702-0123	CARYA GLABRA; PIGNUT HICKORY	4	EA	\$ 738.00	\$ 2,952.00
702-0268	FAGUS GRANDIFOLIA; AMERICAN BEECH	4	EA	\$ 768.75	\$ 3,075.00
702-0330	HYME ROCALLIS x; DAY LILY	322	EA	\$ 12.30	\$ 3,960.60
702-0420	ILEX OPACA 'GREENLEAF'; GREENLEAF AMERICAN HOILLY	13	EA	\$ 1,045.50	\$ 13,591.50
702-0474	ILEX x 'NELLIE R. STEVENS'; NELLIE R. STEVENS HOLLY	3	EA	\$ 615.00	\$ 1,845.00
702-0478	ILICIIUM PARVIF LORUM ; YELLOW ANISE	61	EA	\$ 24.60	\$ 1,500.60
702-0520	JUNIPERUS VIRGINIANA; EASTERN RED CEDAR	22	EA	\$ 738.00	\$ 16,236.00
702-0678	MUHLENBERGIA CAPILLARIS; MUHLY GRASS	219	EA	\$ 13.53	\$ 2,963.07
702-0901	QUERCUS RUBRA; RED OAK	13	EA	\$ 738.00	\$ 9,594.00
702-0908	QUERCUS SHUMARDII; SHUMARD OAK	4	EA	\$ 799.50	\$ 3,198.00
702-0969	RHUS TYPHINA; STAGHORN SUMAC	42	EA	\$ 49.20	\$ 2,066.40
702-9025	PINE STRAW MULCH	402	SY	\$ 4.92	\$ 1,977.84
900-0150	#57 GRANITE GRAVEL	3.4	CY	\$ 172.20	\$ 585.48
MS4					
169-0020	ENHANCED DRY SWALE, NO. -	1	EA	\$ 38,100.36	\$ 38,100.36
169-0021	ENHANCED DRY SWALE MAINTENANCE	1	EA	\$ 2,000.00	\$ 2,000.00
TOTAL BID:					#####

Updated Bid Tab 0015023 CSS Segment 3A

ROADWAY					
ITEM NUMBER	ITEM DESCRIPTION	Quantity	Units	UNIT PRICE	COST
150-1000	TRAFFIC CONTROL - 0015023	1	LS	\$ 26,717.05	\$ 26,717.05
156-0100	GPS DATA COLLECTION AND SUBMITTAL	1	LS	\$ 8,000.00	\$ 8,000.00
210-0100	GRADING COMPLETE - 0015023	1	LS	\$ 816,273.88	\$ 816,273.88
441-0106	CONC SIDEWALK, 6 IN	3343	SY	\$ 77.10	\$ 257,745.30
441-5004	CONCRETE HEADER CURB, 10 IN, TP 4	1498	LF	\$ 31.93	\$ 47,831.14
515-2050	HANDRAIL SPECIAL DESIGN	1381	LF	\$ 121.67	\$ 168,026.27
620-0100	TEMPORARY BARRIER, METHOD NO. 1	1180	LF	\$ 46.20	\$ 54,516.00
641-1200	GUARDRAIL, TP W	203	LF	\$ 48.96	\$ 9,938.88
643-1152	CH LK FENCE, ZC COAT, 6 FT, 9 GA	340	LF	\$ 34.53	\$ 11,740.20
643-8200	BARRIER FENCE (ORANGE), 4 FT	3468	LF	\$ 4.00	\$ 13,872.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	2158	LF	\$ 26.27	\$ 56,690.66
754-4000	WASTE RECEPTACLE UNIT	1	EACH	\$ 2,589.62	\$ 2,589.62
754-5000	BENCH	1	EACH	\$ 4,582.79	\$ 4,582.79
754-6000	BICYCLE RACK	1	EACH	\$ 986.91	\$ 986.91
937-9900	SECURITY CAMERA	1	EACH	\$ 24,587.87	\$ 24,587.87
999-0110	TRAIL COUNTER	1	EACH	\$ 16,478.10	\$ 16,478.10
DRAINAGE					
441-0204	PLAIN CONC DITCH PAVING, 4 IN	1239	SY	\$ 99.76	\$ 123,602.64
500-3200	CLASS B CONCRETE	17	CY	\$ 896.60	\$ 15,242.20
511-1000	BAR REINF STEEL	230	LB	\$ 1.13	\$ 259.90
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	2	EACH	\$ 1,825.83	\$ 3,651.66
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	167	LF	\$ 103.16	\$ 17,227.72
550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	72	LF	\$ 161.09	\$ 11,598.48
550-5243	STORM DRAIN PIPE, 24 IN, CLASS V	68	LF	\$ 209.02	\$ 14,213.36
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	9	SY	\$ 86.36	\$ 777.24

603-7000	PLASTIC FILTER FABRIC	9	SY	\$ 4.08	\$ 36.72
668-2100	DROP INLET, GP 1	15	EACH	\$ 6,429.24	\$ 96,438.60
668-2110	DROP INLET, GP 1, ADDL DEPTH	31	LF	\$ 698.89	\$ 21,665.59
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	2	ACRE	\$ 740.00	\$ 1,480.00
163-0240	MULCH	64	TON	\$ 494.00	\$ 31,616.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EACH	\$ 2,593.44	\$ 2,593.44
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	2	EACH	\$ 2,000.00	\$ 4,000.00
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	33	EACH	\$ 1,080.29	\$ 35,649.57
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	19	LF	\$ 10.97	\$ 208.43
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	12	EACH	\$ 280.00	\$ 3,360.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	2446	LF	\$ 1.92	\$ 4,696.32
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	780	LF	\$ 25.00	\$ 19,500.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	2	EACH	\$ 500.00	\$ 1,000.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EACH	\$ 2,281.64	\$ 2,281.64
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	12	EACH	\$ 132.00	\$ 1,584.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EACH	\$ 2,748.43	\$ 2,748.43
167-1000	WATER QUALITY MONITORING AND SAMPLING	2	EACH	\$ 100.00	\$ 200.00
167-1500	WATER QUALITY INSPECTIONS	12	MO	\$ 500.00	\$ 6,000.00
171-0030	TEMPORARY SILT FENCE, TYPE C	4892	LF	\$ 4.70	\$ 22,992.40
PERMANENT EROSION CONTROL					
700-6910	PERMANENT GRASSING	3	ACRE	\$ 1,420.00	\$ 4,260.00
700-7000	AGRICULTURAL LIME	9	TON	\$ 575.00	\$ 5,175.00
700-8000	FERTILIZER MIXED GRADE	3	TON	\$ 1,092.00	\$ 3,276.00
700-8100	FERTILIZER NITROGEN CONTENT	150	LB	\$ 1.65	\$ 247.50
700-9300	SOD	1489	SY	\$ 11.00	\$ 16,379.00
716-2000	EROSION CONTROL MATS, SLOPES	1224	SY	\$ 1.29	\$ 1,578.96
SIGNING					\$ -

636-6000	PATH FOUNDATION SIGNAGE, WAYFINDING SIGNS, 6' SQUARE POST, POWDER COAT GRAY, DIRECT PRINT PANEL	1	EACH	\$ 1,949.80	\$ 1,949.80
636-6000	PATH FOUNDATION SIGNAGE, REGULATORY SIGNS, 6' SQUARE POST, POWDER COAT GRAY, DIRECT PRINT PANEL	4	EACH	\$ 1,020.82	\$ 4,083.28
PAVEMENT MARKING					
652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	700	LF	\$ 5.00	\$ 3,500.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	6	LF	\$ 41.67	\$ 250.02
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	1541	GLF	\$ 2.53	\$ 3,898.73
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	41	LF	\$ 14.63	\$ 599.83
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	176	LF	\$ 6.25	\$ 1,100.00
WALLS AND STAIRS					
627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO - (MSE Wall 13C - STA 314+23.53 to STA 326+65.80)	1437	SF	\$ 45.66	\$ 65,613.42
627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO -	15511	SF	\$ 45.66	\$ 708,232.26
627-1020	MSE WALL FACE, 20 - 30 FT HT, WALL NO -	1741	SF	\$ 45.66	\$ 79,494.06
627-1100	COPING A, WALL NO -	1278	LF	\$ 144.34	\$ 184,466.52
627-1180	ADDITIONAL MSE BACKFILL	63	CY	\$ 49.93	\$ 3,145.59
627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO - (MSE Wall 14 - STA 329+09.80 to STA 333+08.61)	200	SF	\$ 45.66	\$ 9,132.00
627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO -	5962	SF	\$ 45.66	\$ 272,224.92
627-1020	MSE WALL FACE, 20 - 30 FT HT, WALL NO -	1256	SF	\$ 45.66	\$ 57,348.96
627-1100	COPING A, WALL NO -	443	LF	\$ 144.34	\$ 63,942.62
627-1180	ADDITIONAL MSE BACKFILL	63	CY	\$ 49.93	\$ 3,145.59
617-0510	PERMANENTLY ANCHORED WALL, NO (Soil-Nailed Wall 15 - STA 332+66.00 to STA 335+57.08)	1	LS	\$ 378,527.15	\$ 378,527.15
628-0100	PERMANENT SOIL-NAILED WALL, NO -	1	LS	\$ 242,351.43	\$ 242,351.43
STRUCTURES					
500-3002	CLASS AA CONCRETE (Bridge 2 - STA 326+59.80 to STA 329+15.80)	53	CY	\$ 2,392.35	\$ 126,794.55
511-1000	BAR REINF STEEL	6234	LB	\$ 1.13	\$ 7,044.42
520-0353	H-PILE POINTS, HP 12 X 53	4	EACH	\$ 336.04	\$ 1,344.16
520-1125	PILING IN PLACE, STEEL H, HP 12 X 53	105	LF	\$ 191.24	\$ 20,080.20
520-4125	LOAD TEST, STEEL H, HP 12 X 53	1	EACH	\$ 1.00	\$ 1.00
523-1100	DYNAMIC PILE TEST	2	EACH	\$ 5,860.00	\$ 11,720.00

534-1000	PEDESTRIAN OVERPASS BRIDGE, STA -	1	LS	\$1,265,960.38	\$1,265,960.38
LIGHTING					
680-4230	LIGHTING STD, 31 - 35 FT MH	1	EACH	\$ 12,336.85	\$ 12,336.85
680-5265	LUMINAIRE BRACKET ARM, 10 FT	1	EACH	\$ 618.22	\$ 618.22
680-6120	LUMINAIRE, TP 2, LED	1	EACH	\$ 1,109.15	\$ 1,109.15
680-7000	RELOCATE AND RE-INSTALL EXISTING LIGHT POLE	1	EACH	\$ 6,226.85	\$ 6,226.85
682-1507	CABLE, TP RHH/RHW, AWG NO 4	280	EACH	\$ 15.99	\$ 4,477.20
682-1509	CABLE, TP RHH/RHW, AWG NO 2	840	EACH	\$ 24.12	\$ 20,260.80
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	270	EACH	\$ 21.83	\$ 5,894.10
LANDSCAPING					
700-6910	CYNADON DACTYLON; BERMUDA GRASS HYDROSEED	0.2	ACRE	\$ 16,082.25	\$ 3,216.45
700-9300	CYNADON DACTYLON; BERMUDA GRASS	3557	SY	\$ 14.15	\$ 50,331.55
702-0015	ACER RUBRUM; RED MAPLE	9	EACH	\$ 799.50	\$ 7,195.50
702-0051	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE SERVICE BERRY	1	EACH	\$ 645.75	\$ 645.75
702-0120	CARPINUS CAROLIANA; AMERICAN HORNBEAM	2	EACH	\$ 615.00	\$ 1,230.00
702-0123	CARYA GLABRA; PIGNUT HICKORY	5	EACH	\$ 738.00	\$ 3,690.00
702-0265	ERAGROSTIS SPECTABILIS; PURPLE LOVEGRASS	70	EACH	\$ 17.22	\$ 1,205.40
702-0268	FAGUS GRANDIFOLIA; AMERICAN BEECH	7	EACH	\$ 768.75	\$ 5,381.25
702-0424	ILEX OPACA 'GREENLEAF'; GREENLEAF AMERICAN HOILLY	3	EACH	\$ 1,045.50	\$ 3,136.50
702-0901	QUERCUS RUBRA; RED OAK	26	EACH	\$ 738.00	\$ 19,188.00
702-0908	QUERCUS SHUMARDII; SHUMARD OAK	1	EACH	\$ 799.50	\$ 799.50
702-1040	SCHIZACHYRIUM SCOPARIOUM; LITTLE BLUESTEM	971	EACH	\$ 18.45	\$ 17,914.95
702-9025	PINE STRAW MULCH	48	CY	\$ 37.82	\$ 1,815.36
900-0150	#57 GRANITE GRAVEL	29	CY	\$ 172.20	\$ 4,993.80
TOTAL BID:					\$5,683,735.54
Updated Bid Tab 0015023 CSS Segment 3B					
ROADWAY					
ITEM NUMBER	ITEM DESCRIPTION	Quantity	Units	UNIT PRICE	Cost

150-1000	TRAFFIC CONTROL - 0015023	1	LS	\$ 307,027.87	\$ 307,027.87
156-0100	GPS DATA COLLECTION AND SUBMITTAL	1	LS	\$ 5,200.00	\$ 5,200.00
210-0100	GRADING COMPLETE - 0015023	1	LS	\$ 1,751,003.17	\$1,751,003.17
441-0106	CONC SIDEWALK, 6 IN	1946	SY	\$ 79.58	\$ 154,862.68
515-2050	HANDRAIL SPECIAL DESIGN	1166	LF	\$ 121.67	\$ 141,867.22
634-1200	RIGHT OF WAY MARKERS	7	EACH	\$ 459.20	\$ 3,214.40
641-5001	GUARDRAIL ANCHORAGE, TP 1	1	EACH	\$ 2,576.52	\$ 2,576.52
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	1	EACH	\$ 4,896.00	\$ 4,896.00
643-1152	CH LK FENCE, ZC COAT, 6 FT, 9 GA	965	LF	\$ 34.53	\$ 33,321.45
643-8010	GATE, CHAIN LINK ZC COAT -	1	EACH	\$ 1,962.48	\$ 1,962.48
643-8200	BARRIER FENCE (ORANGE), 4 FT	1526	LF	\$ 3.74	\$ 5,707.24
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	1109	LF	\$ 26.27	\$ 29,133.43
754-4000	WASTE RECEPTACLE UNIT	1	EACH	\$ 2,589.62	\$ 2,589.62
754-5000	BENCH	1	EACH	\$ 4,582.79	\$ 4,582.79
754-6000	BICYCLE RACK	1	EACH	\$ 1,486.91	\$ 1,486.91
900-0526	BOLLARDS	2	EACH	\$ 721.50	\$ 1,443.00
900-0527	REMOVABLE BOLLARDS	2	EACH	\$ 971.25	\$ 1,942.50
937-9900	SECURITY CAMERA	1	EACH	\$ 24,587.87	\$ 24,587.87
999-0110	TRAIL COUNTER	1	EACH	\$ 16,478.10	\$ 16,478.10
PAVEMENT					
310-1101	GR AGGR BASE CRS, INCL MATL	12	TON	\$ 217.33	\$ 2,607.96
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	2	TON	\$ 2,995.65	\$ 5,991.30
413-0750	TACK COAT	2	GAL	\$ 201.52	\$ 403.04
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	2	CY	\$ 436.45	\$ 872.90
DRAINAGE					
441-0204	PLAIN CONC DITCH PAVING, 4 IN	157	SY	\$ 85.92	\$ 13,489.44
500-3200	CLASS B CONCRETE	10	CY	\$ 854.64	\$ 8,546.40
511-1000	BAR REINF STEEL	122	LB	\$ 1.13	\$ 137.86

550-4218	FLARED END SECTION 18 IN, STORM DRAIN	1	EACH	\$	2,116.31	\$	2,116.31
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	245	LF	\$	102.87	\$	25,203.15
550-5183	STORM DRAIN PIPE, 18 IN, CLASS V	27	LF	\$	309.80	\$	8,364.60
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	33	SY	\$	106.39	\$	3,510.87
603-7000	PLASTIC FILTER FABRIC	33	SY	\$	26.49	\$	874.17
668-2100	DROP INLET, GP 1	10	EACH	\$	6,859.46	\$	68,594.60
668-2110	DROP INLET, GP 1, ADDL DEPTH	35	LF	\$	698.89	\$	24,461.15
668-4300	STORM SEWER MANHOLE, TP 1	1	EACH	\$	10,127.19	\$	10,127.19
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	6	LF	\$	645.90	\$	3,875.40
TEMPORARY EROSION CONTROL							
163-0232	TEMPORARY GRASSING	1	ACRE	\$	740.00	\$	740.00
163-0240	MULCH	34	TON	\$	494.00	\$	16,796.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EACH	\$	2,593.44	\$	2,593.44
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	2	EACH	\$	1,264.16	\$	2,528.32
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	12	EACH	\$	280.00	\$	3,360.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	1824	LF	\$	1.92	\$	3,502.08
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EACH	\$	2,089.13	\$	2,089.13
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	12	EACH	\$	132.00	\$	1,584.00
165-0110	MAINTENANCE OF ROCK FILTER DAM	2	EACH	\$	1,264.16	\$	2,528.32
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EACH	\$	2,748.43	\$	2,748.43
167-1000	WATER QUALITY MONITORING AND SAMPLING	1	EACH	\$	100.00	\$	100.00
167-1500	WATER QUALITY INSPECTIONS	12	MO	\$	500.00	\$	6,000.00
171-0030	TEMPORARY SILT FENCE, TYPE C	3648	LF	\$	4.70	\$	17,145.60
PERMANENT EROSION CONTROL							
700-6910	PERMANENT GRASSING	2	ACRE	\$	1,420.00	\$	2,840.00
700-7000	AGRICULTURAL LIME	6	TON	\$	575.00	\$	3,450.00
700-8000	FERTILIZER MIXED GRADE	2	TON	\$	1,092.00	\$	2,184.00
700-8100	FERTILIZER NITROGEN CONTENT	100	LB	\$	1.65	\$	165.00

700-9300	SOD	1358	SY	\$	11.00	\$	14,938.00
716-2000	EROSION CONTROL MATS, SLOPES	707	SY	\$	1.29	\$	912.03
SIGNING							
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	3	SF	\$	53.39	\$	160.17
636-2070	GALV STEEL POSTS, TP 7	23	LF	\$	38.34	\$	881.82
636-6000	PATH FOUNDATION SIGNAGE, WAYFINDING SIGNS, 6' SQUARE POST, POWDER COAT GRAY, DIRECT PRINT PANEL	2	EACH	\$	3,572.86	\$	7,145.72
636-6000	PATH FOUNDATION SIGNAGE, REGULATORY SIGNS, 6' SQUARE POST, POWDER COAT GRAY, DIRECT PRINT PANEL	5	EACH	\$	1,126.53	\$	5,632.65
PAVEMENT MARKING						\$	-
652-6502	SKIP TRAFFIC STRIPE, 5 IN, YELLOW	1288	GLF	\$	2.53	\$	3,258.64
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	12	LF	\$	41.67	\$	500.04
WALLS AND STAIRS							
627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO - (MSE Wall 16 - STA 339+01.69 to STA 345+51.00)	3710	SF	\$	45.66	\$	169,398.60
627-1020	MSE WALL FACE, 20 - 30 FT HT, WALL NO -	8907	SF	\$	45.66	\$	406,693.62
627-1100	COPING A, WALL NO -	650	LF	\$	144.34	\$	93,821.00
627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO - (MSE Wall 20 - STA 500+13.50 to STA 502+00.00)	161	SF	\$	45.66	\$	7,351.26
627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO -	2782	SF	\$	45.66	\$	127,026.12
627-1100	COPING A, WALL NO -	194	LF	\$	144.34	\$	28,001.96
LANDSCAPING							
700-9300	CYNADON DACTYLON; BERMUDA GRASS	1297	SY	\$	14.15	\$	18,352.55
702-0030	ACER RUBRUM; RED MAPLE	3	EACH	\$	799.50	\$	2,398.50
702-0051	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE SERVICE BERRY	2	EACH	\$	645.75	\$	1,291.50
702-0120	CARPINUS CAROLIANA; AMERICAN HORNBEAM	1	EACH	\$	615.00	\$	615.00
702-0123	CARYA GLABRA; PIGNUT HICKORY	1	EACH	\$	738.00	\$	738.00
702-0140	CERCIS CANA DENSIS; EASTERN REDBUD	3	EACH	\$	615.00	\$	1,845.00
702-0268	FAGUS GRANDIFOLIA; AMERICAN BEECH	1	EACH	\$	768.75	\$	768.75
702-0424	ILEX OPACA 'GREENLEAF'; GREENLEAF AMERICAN HOILLY	5	EACH	\$	1,045.50	\$	5,227.50
702-0474	ILEX x 'NE LLIE R. STEVENS'; NE LLIE R. STEVENS HOLLY	7	EACH	\$	615.00	\$	4,305.00
702-0901	QUERCUS RUBRA; RED OAK	5	EACH	\$	799.50	\$	3,997.50

702-9025	PINE STRAW MULCH	148	CY	\$ 37.82	\$ 5,597.36
TOTAL BID:					\$3,654,272.20

**EXHIBIT C
TO CONTRACT AGREEMENT
GDOT REQUIRED CONTRACT PROVISIONS FOR FEDERALLY FUNDED CONSTRUCTION
CONTRACTS**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60.29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 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 section, 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 section, in the sum of \$10 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 section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more – 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

BUY AMERICA

November 18, 2022

All iron, steel, coatings and construction materials permanently incorporated into this project must be produced in the United States of America.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater.

However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

Construction materials shall include an article, material, or supply that is or consists primarily of:

- 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.

Construction materials do not include iron and steel; manufactured products; cement and cementitious materials; aggregate such as stone, sand, or gravel; or aggregate binding agents or additives.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

CONVICT PRODUCED MATERIALS

April 16, 2021

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,
2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

FEDERAL AID CERTIFICATION
(English Project)

First Use Date 2013 Specifications: November 22, 2013
Revised: June 8, 2016

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

I further certify that I have ____/have not ____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have ____ / have not ____ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition, Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor's name), _____ (Subcontractor's name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

BOYCOTT OF ISRAEL

By signing and submitting this Contract and Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the 2 day of April, 2024.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this 2 day of April, 2024.

[Signature]
(Notary Public)

My Commission expires the 13th day of December, 2024.

47-1335479
(Federal ID No./IRS No.)



F.S. Scarbrough, LLC.
(Print Company Name)

By [Signature] (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)





Contractor's Name:	F.S. Scarbrough, LLC.
Solicitation/Contract No./ Call No. or Project Description:	PATH 400 extension - Johnson Ferry Rd

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1198755
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

05/16/17
Date of Authorization

F.S. Scarbrough, LLC.
Name of Contractor

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

Franklin Scarbrough
Printed Name (of Authorized Officer or Agent of Contractor)

President
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent)

04/02/2024
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

2 DAY OF April, 2024

[Signature]
Notary Public

My Commission Expires: 12/13/2024





**EXHIBIT D
TO CONTRACT AGREEMENT**

**NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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 will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
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 equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions 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 Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation

shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- ii. Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT E
TO CONTRACT AGREEMENT
SPECIAL PROVISION**

The following Special Provisions are included as part of the Contract Agreement:

1. SP SECTION 107-LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC
2. SP SECTION 108.08 – PROSECUTION AND PROGRESS
3. SP SECTION 109-MEASUREMENT AND PAYMENT
4. SP SECTION 150.6 TRAFFIC CONTROL
5. SP SECTION 161-CONTROLS OF SOIL EROSION AND SEDIMENTATION
6. SP SECTION 163-MISCELLANEOUS EROSION CONTROL ITEMS
7. SP SECTION 165-MAINTENANCE OF TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES
8. SP SECTION 167-WATER QUALITY MONITORING
9. SP SECTION 169-POST CONSTRUCTION STORMWATER BMP ITEMS
10. SP SECTION 171-SILT FENCE
11. SP SECTION 201-CLEARING AND GRUBBING RIGHT OF WAY
12. SP SECTION 449-BRIDGE DECK JOINT SEALS
13. SP SECTION 520-PILING
14. SP SECTION 523-DYNAMIC PILE TESTING
15. SP SECTION 534-PEDESTRIAN OVERPASS BRIDGE
16. SP SECTION 627-MECHANICALLY STABILIZED EMBANKMENT RETAINING WALL-CONTRACTOR DESIGN
17. SP SECTION 628-PERMANENT SOIL NAILED WALLS
18. SP SECTION 670-WATER DISTRIBUTION SYSTEM
19. SP SECTION 754-OUTDOOR FURNITURE
20. SP SECTION 900-BOLLARDS
21. SP SECTION 999-ARCHITECTURAL TREATMENTS
22. SP SECTION 999-PATH TRAIL SIGNAGE SPECIFICATIONS
23. SP SECTION 999-TRAIL ENCOUNTERS (ECO-COUNTER)

The above listed Special Provisions are provided as a upload in Bonfire named "Special Provisions-Ex. E"

EXHIBIT F
TO CONTRACT AGREEMENT

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of
F.S. Scarbrough, LLC. ("Contractor"), whose address is
PO Box 2613, Peachtree City, GA 30269,
_____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, F.S. Scarbrough, LLC. certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: 04/02/24

Signature: _____

Title: _____

[Signature]
President

**EXHIBIT G
TO CONTRACT AGREEMENT
DBE GOALS**

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater then the percentage required. If no goal is indicated, you may propose your own goal.

The DBE Firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type of Work	* Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60% = \$48,000.00)

* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

PLEASE NOTE: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established “regular dealer” in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO.: _____
COUNTY: _____
CONTRACT ID NO.: _____
CONTRACTOR: _____

REPORT NO.: _____

NOTICE TO PROCEED: _____
DATE WORK BEGAN: _____ DBE REQUIRED %: _____
CONTRACT \$ AMOUNT: _____ % DOLLAR COMPLETE: _____
DBE \$ AMOUNT: _____ \$ 0.00 % PROJECT COMPLETE: _____

31-Jan	☐	31-Jul	☐
28-Feb	☐	31-Aug	☐
31-Mar	☐	30-Sep	☐
30-Apr	☐	31-Oct	☐
31-May	☐	30-Nov	☐
30-Jun	☐	31-Dec	☐

S = SUPPLIER SC = SUBCONTRACTOR

APPROVED DBE				VENDOR ID	DESCRIPTION OF WORK	
	S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
1						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
2						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
3						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
4						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
5						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
6						
RN	☐	☐				\$ 0.00
RC	☐	☐				\$ 0.00
RN COLUMN TOTALS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
RC COLUMN TOTALS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL % PAID TO DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.
ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: _____
NAME / TITLE

SIGNATURE: _____

FOR DEPARTMENT USE ONLY
THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____
NAME / TITLE

SIGNATURE: _____
(Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
NAME / TITLE

SIGNATURE: _____
(Mandatory)

EXHIBIT H
CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS AND INSTRUCTIONS
Not Applicable for this Contract

EXHIBIT I
LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILTY MATTERS AND INSTRUCTIONS
Not applicable for this contract

**EXHIBIT J
TO CONTRACT AGREEMENT**

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of F.S. Scarborough, LLC. ("Contractor"), whose address is PO BOX 21613, Peachtree City, GA 30269.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- ☐ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- ☒ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- ☐ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: 04/02/2024

Signature: _____

Title: _____

President

EXHIBIT K
TO CONTRACT AGREEMENT

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts,

misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 1 Galambos Way, Sandy Springs, Georgia 30328.

EXHIBIT L
TO CONTRACT AGREEMENT
SUBCONTRACTORS
LIST OF SUBCONTRACTORS

I do ✓, do not _____, propose to subcontract some of the work on this project. I
propose to Subcontract work to the following subcontractors:

Please See Attached

Company Name: _____



F.S. SCARBROUGH
CIVIL CONTRACTORS

P.O. BOX 2613
PEACHTREE CITY, GA
30269
PHONE: 770.486.4905

WWW.FSSCARBROUGH.COM

Subcontractor Participation Report

Project Name:	24-0043 Sandy Springs - Path 400 Trail Extension	Customer:	City Of Sandy Springs
Job Number:	24-0043	Billing Address:	1 Galambos Way Sandy Springs, GA 30328
Bid As:	Prime Contractor	Phone:	(770) 730-5600
Estimator:	Fenil Shah	Contact:	
Project Address:		Target Bid Price:	\$20,150,924.23
Completion Date:			

Subcontractor Information

Subcontractors: 21 Total Subcontracted †: \$10,359,562.43 % of Target Price: 51.41%									
Company Name	Contact	Phone	Amount	% of Price	License #	Address	City	State	Zip
(Self-Performed)									
Anatek Inc.		(770) 971-2238	\$306,631.72	1.52%		1513 Johnson Ferry Road	Marietta	GA	30062
Banner Industrial Construction INC		205-481-1147	\$544,403.37	2.70%		P.O. Box 747	Bessemer	AL	35021
Berkel		770-941-5100	\$608,720.80	3.02%		7300 Marks Lane	Austell	GA	30168
Bonn-J Contracting		4079777666	\$2,924,312.80	14.51%		2596 Curryville Road	Chuluota	FL	32766
Brooks-Berry-Haynie & Associates Inc.		(770) 874-1162	\$329,541.29	1.64%		600 Discovery Place	Mableton	GA	30126
Capital Signs		770-564-8582	\$30,710.98	0.15%		5380 Webb Pkwy NW	Liburn	GA	30047
Contech Engineered Solutions			\$472,461.00	2.34%			Atlanta	GA	30318
Curtin		704-588-7899	\$54,516.00	0.27%		P.O. Box 38220	Charlotte	NC	28278
D&D Fabrication Soultions			\$898,763.58	4.46%		361 Holcombe Rd	Bremen	GA	30110
Ed Castro Landscape		770-98-8444	\$316,904.70	1.57%		1125 Old Ellis Rd	Roswell	GA	30076
HB Next			\$10,525.00	0.05%		1255 Lakes Parkway	Lawrenceville	GA	30043

Legend: † denotes that the Total Subcontracted value may include "Quick" subcontracted cost.

Subcontractors: 21		Total Subcontracted †:	\$10,359,562.43	% of Target Price:	51.41%				
Company Name	Contact	Phone	Amount	% of Price	License #	Address	City	State	Zip
Keller North America Inc.		(770) 442-1801	\$739,175.78	3.67%		515 Nine North Court	Alpharetta	GA	30004
Lagniappe Development Company		(770) 634-8088	\$806,628.61	4.00%		P.O. Box 3023	Cumming	GA	30028
Martin Robbins Fence Company Inc.		7709728141	\$110,262.61	0.55%		2025 Westside Court	Snellville	GA	30078
PKS Concrete Pumping Services			\$72,310.00	0.36%		1340 A North County Line Road	Lithia Springs	GA	30122
S&ME Inc		770-476-3555	\$87,903.00	0.44%		4350 River Green Pkwy Suite 200	Duluth	GA	30096
South East Striping		(678) 507-9190	\$21,542.39	0.11%		1572 DeHaven Court	Lawrenceville	GA	
Southern Tree Pros			\$220,000.00	1.09%		1125 Lean St NW	Atlanta	GA	30314
The Erosion Company (TEC) LLC	Caleb Jordan	(678) 990-0207	\$329,599.75	1.64%		3207 South Cherokee Lane	Woodstock	GA	30188
Tricor Construction			\$544,001.65	2.70%			Spartanburg	SC	29302

Legend: † denotes that the Total Subcontracted value may include "Quick" subcontracted cost.

EXHIBIT M
TO CONTRACT AGREEMENT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
(Bidder to sign and return)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1198755
Federal Work Authorization User Identification Number

05/16/2017
Date of Authorization

F.S. Scarbrough, LLC.
Name of Contractor

PATH 400 extension - Johnson Ferry Rd
Name of Project

PATH 400 - Sandy Springs
Name of Public Employer

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

Executed on April 2nd in Deertrree City (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Franklin Scarbrough - President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF April, 2024

[Signature]

NOTARY PUBLIC

My Commission Expires: 12/13/2024





APPENDICES

1. AFFIDAVITS
 - a. Affidavit Verifying Status for City Public Benefit Application
2. CORPORATE CERTIFICATE
3. ELECTRICAL PROVISIONS
4. BONDS

**Affidavit Verifying Status
for City Public Benefit Application
(Bidder to sign and return)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

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

1) ✓ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 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: [Signature] Date: 04/02/24

Printed Name: Franklin Scarbrough

*Alien _____ Registration _____ number _____ for _____ non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 2nd DAY OF April

Notary Public: [Signature]

My Commission Expires: 12/13/24

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below





NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)

I hereby certify that I am a principal and duly authorized representative of
F.S. Scarbrough, LLC. ("Contractor"), whose address is
PO BOX 2613, peachtree city, GA 30269
_____, _____, and I further certify that:

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the "High Voltage Safety Act" will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

CONTRACTOR:

Date: 04/02/24

Signature: _____

Title: President

ENVIRONMENTAL COMMITMENTS TABLE

ENVIRONMENTAL COMMITMENTS TABLE

LET Sponsor: Local LET, signature required W. Williams 5/13/23
PI#s 0015023, 0017980 County: Fulton

Date Updated: 5/5/2023 | Stage: Let Certification
Transmittal Date for Plans Reviewed by OES (if applicable): 9/14/2022

The GDOT project manager (PM) and their manager asserts that these commitments are feasible.

The engineer of record (EOR) asserts that plans incorporate or will incorporate commitments if applicable.

Air/Noise: RS 5/18/23 Arch: CM 5/3/23

GDOT PM (Name & Initials):

EOR: Patrick Peters, PE

Eco: BD 3/28/23 Hist: AW 5/3/23

Review
If no commitments, NEPA may approve for all.

GDOT PM's Manager (Name):

Signature/Date: Pat Peters 5/18/23

NEPA: JG 5/19/23

GDOT PM's Manager (Name): Nebyou Negash

Signature/Date: Nebyou Negash 5/15/23

GDOT PM's Manager (Name): Nebyou Negash

A. Resources to be Delineated on the Plans and/or Listed in the Environmental Resource Impact Table (ERIT)

Resource Name	PI#(s)	Permitted Construction Activity	Refer to	Name and Date of Report or Transmittal	Correctly Shown?	
					Plan Sheet	ERIT
A-1 Intermittent Stream (IS) 1	0015023	Two temporary stream crossings and permanent rip-rap; Impact area 1 – 53 linear feet (lf) / 0.008 0.01 acre permanent impact; Impact area 2 – 48 lf / 0.015 0.06 acre permanent impact	D-1, D-2	Ecology Addendum 2.22.2023	Yes	Yes
A-2 IS 1 Buffer	0015023	Activities within 50 feet of the proposed culvert are exempt	-	"	"	"
A-3 Wetland (WL) 2	0015023	No Activity	-	"	"	"
A-4 IS 3	0015023	"	-	"	"	"
A-5 IS 3 Buffer	0015023	"	-	"	"	"
A-6 WL 4	0015023	"	-	"	"	"
A-7 Perennial Stream (PS) 5/Nancy Creek	0015023	Discharge of fill (rip-rap); 207 lf / 0.04 0.16 acre permanent impact	D-1, D-2	"	"	"
A-8 PS 5/Nancy Creek Buffer	0015023	Activities within 100 feet of the proposed bridge are exempt	-	"	"	"
A-9 IS 6	0015023	No Activity	-	"	"	"
A-10 IS 6 Buffer	0015023	Drainage Structure Exemption	-	"	"	"
A-11 WL 7	0015023	No Activity	-	"	"	"
A-12 Open Water (OW) 8	0015023	"	-	"	"	"
A-13 OW 8 Buffer	0015023	"	-	"	"	"
A-14 IS 9	0015023	"	-	"	"	"
A-15 IS 9 Buffer	0015023	"	-	"	"	"
A-16 IS 10	0015023	"	-	"	"	"
A-17 IS 10 Buffer	0015023	"	-	"	"	"
A-18 PS 11	0015023	"	-	"	"	"
A-19 PS 11 Buffer	0015023	"	-	"	"	"
A-20 OW 12	0015023	"	-	"	"	"
A-21 OW 12 Buffer	0015023	"	-	"	"	"

Estimated Costs are for planning purpose only, in current dollars as of date updated.

ENVIRONMENTAL COMMITMENTS TABLE

LET Sponsor: Local LET, signature required _____
PI#s 0015023, 0017980 County: Fulton

Date Updated: 5/5/2023 | Stage: Let Certification
Transmittal Date for Plans Reviewed by OES (if applicable): 9/14/2022

A-22	IS 13	0015023	"	-	"	"	"
A-23	IS 13 Buffer	0015023	"	-	"	"	"
A-24	IS 14	0015023	"	-	"	"	"
A-25	IS 14 Buffer	0015023	"	-	"	"	"
A-26	WL 15	0015023	"	-	"	"	"
A-27	IS 16	0015023	"	-	"	"	"
A-28	IS 16 Buffer	0015023	"	-	"	"	"
A-29	WL 17	0015023	"	-	"	"	"
A-30	Listed Species	0015023	"	B-1	"	N/A	"
A-31	Resource 1	0017980	"	-	ESA Letter 11.25.19 and Archaeology Addendum 3/24/23	Yes	"

B. Special Provisions (Attach all special provisions with transmittal letters to the commitments table, if available)

	Special Provision	PI#(s)	Purpose	Est. Cost	SP's Latest Date
B-1	SP 107.23.H	0015023 0017980	For the protection of listed species	Negligible	2.20.2023
B-2	SP 165.3.05	0015023	For the protection of listed species	Negligible	2.7.2022

C. ERIT Comments and Design Features (Description: For ERIT Comments, provide exact wording for the comments section of the ERIT)

ERIT Comment or Design Feature	PI#(s)	Description	Est. Cost	Correctly Shown?
None				

D. Necessary Permits, Buffer Variances and Mitigation Credits

	Permit, Variance, etc.	PI#(s)	Add'l Info (permit expiration date, number of credits needed, etc...)	Est. Cost	Acquired?
D-1	Regional Permit 34	0015023	All Regional Permits for Transportation Expire on 10/5/2023	Negligible	No – to be acquired prior to let
D-2	Stream Mitigation Credits	0015023	179.25 449-2018 Mitigation Credits or 1,787.4 Grandfathered Mitigation Credits	\$394,000	No – to be acquired prior to let
D-3	Notice of Intent (NOI) for NPDES	0015023 0017980	The City of Sandy Springs and Construction Contractor will submit a NOI to the NPDES General Permit following award of the contract but prior to construction.	Negligible	Will be acquired following letting

ENVIRONMENTAL COMMITMENTS TABLE

LET Sponsor: Local LET, signature required _____
PI#s 0015023, 0017980 County: Fulton

Date Updated: 5/5/2023 | Stage: Let Certification
Transmittal Date for Plans Reviewed by OES (if applicable): 9/14/2022

E. Other Commitments or Requirements (Status: Pre- and Post – Complete or Incomplete; During – Signature Req'd)

Pre-, During, or Post	PI#(s)	Commitment	Responsible party	Est. Cost	Status
Pre	0015023	Obtain No Rise Certification and Conduct Community Coordination	City of Sandy Springs	Negligible	Acquired 9/17/19
Total Estimated Cost				\$394,000	

If Project is Complete or Under Construction, Area or Construction Engineer affirms that all Special Provisions, Plan Notes and During Construction Commitments were or are being adhered to during the project's construction.

Please Print Name and Title: Franklin Sarcawaga Signature: [Signature] Date: 04/02/24
President Please provide an explanation if unable to sign.

**Request for Taxpayer
Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

F.S. Scarbrough, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 2613

6 City, state, and ZIP code

Peachtree City, GA 30269

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 1 3 3 5 4 7 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

President

Date ► **1/2/2024**

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City of Fayetteville

210 Stonewall Avenue West
Fayetteville, Georgia 30214

Occupational Tax Certificate

F.S. SCARBROUGH, LLC
500 LANIER AVE W STE 911
FAYETTEVILLE, GA 30214

License Type: General
License #: 4280
Applicant/Owner: F. S. SCARBROUGH LLC

Effective Date: 1/1/2024

Expiration Date: 12/31/2024

In consideration of which the City of Fayetteville, Georgia has granted a Certificate for carrying on the business of: CIVIL CONTRACTOR

Witness my hand and seal with day and year above written

Shacarra Mills
Occupational Tax Division

DRUG-FREE

Certification

F.S. Scarbrough, LLC

Has Been Certified As A

DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation

This Day of April 25, 2023

And Expires April 25, 2024



CHAIRMAN

Quantity	Description & Capacity of Items	Age of Items	Condition
1	Trench Box	3.5 years	Good
1	Pipe Laser	3.5 years	Good
1	Komatsu D51	3.5 years	Good
1	Komatsu PC36	3.5 years	Good
1	Komatsu PC21	3.5 years	Good
1	Traffic Control	3.5 years	Good
1	CAT D6K	3.5 years	Good
1	Kenworth W900L Lowboy Truck	3.5 years	Good
1	CAT 926M	3.5 years	Good
1	CAT 314	3.5 years	Good
1	CAT 229D	3.5 years	Good
1	HAMM h11ixP	3.5 years	Good
1	HAMM h11 ixp	3.5 years	Good
1	Trailer	3.5 years	Good
1	CAT Trencher Roller	3.5 years	Good
1	Sweeper	3.5 years	Good
1	Komatsu D61	3.5 years	Good
1	Carry on 6X12	3.5 years	Good
1	Komatsu HM400-5	5 years	Good
1	Komatsu HM400-5	5 years	Good
1	Bomag BW177 D-5	5 years	Good
1	Bomag BW145	5 years	Good
1	Caterpillar 305E	5 years	Good
1	Caterpillar	5 years	Good
1	Catepillar	5 years	Good
1	Komatsu PC290	5 years	Good
1	Komatsu PC490	5 years	Good
1	Komatsu D51PX	5 years	Good
1	Komatsu PC360	5 years	Good
1	Komatsu PC360	4 years	Good
1	Komatsu WA32	4 years	Good
1	Komatsu H10IP	4 years	Good
1	Horton Trailer	4 years	Good
1	John Deere Tractor	4 years	Good
1	Horton Trailer	4 years	Good
1	Laser Stand	4 years	Good
1	Wacker Packer	4 years	Good
1	Pipe Laser	4 years	Good
1	Golf Cart	4 years	Good
1	Kubota MG-141	3 years	Good
1	Kubota SVL95-2	3 years	Good
1	Western Star WS4700S Dump Truck	3 years	Good
1	Western Star WS4700S Dump Truck	3 years	Good
1	Dumpster	3 years	Good
1	Trailers	3 years	Good
1	KenWorth T880 Dump Truck	3 years	Good
1	Kubota SLV95	4 years	Good
1	Kenworth Roll Off Truck	4 years	Good
1	Testing Equipment	4 years	Good
1	Buckets	4 years	Good
1	Compactor	4 years	Good

1	Dumpsters	4 years	Good
1	Kubota SVL75	4 years	Good
1	CAT Trencher Roller	4 years	Good
1	Komatsu PC360	4 years	Good
1	Kubota SVL75	4 years	Good
1	John Deere 624	4 years	Good
1	Komatsu D155	2 years	Excellent
1	Komatsu H10IP	2 years	Excellent
1	Komatsu PC210	2 years	Excellent
1	Komatsu PC390	2 years	Excellent
1	Komatsu D61	2 years	Excellent
1	Cat-303.52CR	2 years	Excellent
1	Cat-303.52CR	2 years	Excellent
1	Cat Trench Roller	2 years	Excellent
1	Cat 308.07CR	2 years	Excellent
1	Cat 305.5E2	2 years	Excellent
1	Weiler Compactor Model CC248	2 years	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Dumpster	1 year	Excellent
1	Cat Motor Grader	1 year	Excellent
1	Conveyor Belt	1 year	Excellent
1	Komatsu Dozer	1 year	Excellent
1	Komatsu Dozer	1 year	Excellent
1	Cat Excavator	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Supeior SM74J Broom Sweeper	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Komatsu Excavator	1 year	Excellent
1	Smooth Drum Roller	1 year	Excellent
1	Pad Foot Roller	1 year	Excellent
1	Pad Foot Roller	1 year	Excellent
1	Komatsu HM400-5 Articulated Dump	1 year	Excellent
1	Komatsu HM400-5 Articulated Dump	1 year	Excellent
1	Komatsu HM400-5 Articulated Dump	1 year	Excellent
1	Metso LT106 Crusher	1 year	Excellent
1	Kubota SVL75-2HWC	.5 year	Excellent
1	H71 Roller WGH0H270 Smooth Roller	1 year	Excellent
1	HD14 Dual Vibe Roller	1 year	Excellent
1	Kubota SVL97-2HFC	.5 year	Excellent
1	Kubota SVL75-2HWC	.5 year	Excellent
1	Komatsu WA270-8 RT loader	.5 year	Excellent
1	Komatsu WA270-8 RT loader	.5 year	Excellent
1	Excavator PC360LC-11	.5 Year	Excellent
1	Caterpillar 140 Motor Grader	1 year	Excellent
1	Mack Dump Truck	5.5 years	Good
1	Mack Dump Truck	5.5 years	Good
1	Dodge Ram	4.5 years	Good
1	Dodge Ram	4.5 years	Good

1	Dodge Ram	4.5 years	Good
1	Jeep Wrangler	4.5 years	Good
1	Dodge Ram	4.5 years	Good
1	Trailer	4.5 years	Good
1	Ford 150	4.5 years	Good
1	Dodge Ram	4 years	Good
1	Ram 2500	3.5 years	Good
1	RAM3500	4.5 years	Good
1	RAM3500	4.5 years	Good
1	Fuel Truck	4.0 years	Good
1	Water Truck	4 years	Good
1	Ford F250	5 years	Good
1	Ford F-150	5 years	Good
1	Ford F-150	5 years	Good
1	Ford F-250	4 years	Good
1	Ford F-250	4 years	Good
1	Ford F-250	4 years	Good
1	Dodge Ram 3500	2 years	Excellent
1	Dodge Ram 5500	1 year	Excellent
1	Wirtgen W220i Cold Milling Machine	1 year	Excellent
1	Weiler Asphalt Paver 1W90P385TLB00	1 year	Excellent
1	Etnyre T370 Tack Truck	1 year	Excellent
1	Leeboy L600T Track Distributor Trailer	1 year	Excellent
1	Dodge Ram 5500	1 year	Excellent
1	Dodge Ram	1 year	Excellent
1	Dodge Ram	1 year	Excellent
1	Dodge Ram	1 year	Excellent
1	Western Star 4700SF Dump Truck	2 years	Excellent
1	Western Star 4700SF Dump Truck	2 years	Excellent
1	Kenworth T880HD Lowboy #2	.5 year	Excellent
1	Ford F150	1 year	Excellent
1	Ford F150	1 year	Excellent
1	Ford F150	1 year	Excellent
1	Ford F150	1 year	Excellent
1	Dodge3500 Crew Cab	1 year	Excellent
1	Ford Explorer	1 year	Excellent
1	Dodge Ram 1500	1 year	Excellent
1	Dodge Ram 2500	1 year	Excellent
1	Dodge Ram 4500	1 year	Excellent
1	Dodge Ram 3500	.5 year	Excellent
1	Dodge Ram 1500	.5 year	Excellent
1	Freightliner M2	1.5 year	Excellent
1	Komatsu SLV5 Skid Steer	.5 year	Excellent
1	Kenworth T370	.5 year	Excellent
1	Fontaine Gooseneck Trailer	.5 year	Excellent
1	Nitrogen Stinger Trailer	.5 year	Excellent



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Joshua Lloyd Herr

Address:

Sharpsburg GA 30277

Primary Source License Information

Lic #:	GCQA008198	Profession:	Residential/General Contractor	Type:	General Contractor Qualifying Agent
Secondary:		Method:	Application/Prior Approval	Status:	Active
Issued:	4/4/2023	Expires:	6/30/2024	Last Renewal Date:	

Associated Licenses

Relationship: Supervisor

Licensee: F.S. Scarbrough LLC

License Type: General Contractor Company

License #: GCCO008199

License Status: Active

Established: 4/4/2023

Association Date: 3/2/2023

Expiry:

Type: Prerequisite

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: December 13, 2023 9:23:5

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PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: F S Scarbrough LLC

Owner: Franklin Samuel Searbrough

Address: P O Box 2613

Peachtree City GA 30269

Primary Source License Information

Lic #: UC302310

Profession: Utility

Type: Utility Contractor

Secondary:

Method: Application

Status: Active

Issued: 10/22/2014

Expires: 4/30/2025

Last Renewal Date: 4/12/2023

Associated Licenses

Relationship: Supervisor

Licensee: Peppers, Jason Kyle

License #: UM102398

Established:

Type: Prerequisite User

Relationship: Supervisor

Licensee: Turpin, Ashley David

License #: UM001182

Established: 10/22/2014

Type: Prerequisite User

License Type: Utility Manager

License Status: Active

Association Date: 1/31/2017

Expiry:

License Type: Utility Manager

License Status: Active

Association Date: 10/22/2014

Expiry: 1/31/2017

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 12, 2023 12:49:49

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Contractor’s Past Project Experience

	1	2	3	4
PROJECT NAME	Bold Spring Farm Subdivision	Abbingdon Linwood	EBIX, Inc.	Stone Terrace Apartments
PROJECT LOCATION	Bold Springs Farm Subdivision, Dacula, GA	10 Probasco Street Lafayette, GA 30728	1 Ebix Way Johns Creek, GA 30097	6659 Chupp Rd. Stonecrest, GA 30058
PROJECT TYPE	Site Development	Site Development	Site Development	Site Development
OWNER	Bold Springs Farm Subdivision	Great Southern, LLC 2009 Springhill Dr. Valdosta, GA 31602	EBIX, Inc. 1Ebix Way Johns Creek, GA 30097	Great Southern, LLC 2009 Springhill Dr. Valdosta, GA 31602
ARCHITECT	Precision Planning Inc. 400 Pike Blvd. Lawernceville, GA 30046 770-338-8000	Lanier Engineering 1504 W 3 rd Ave. Albany, GA 31707	Civilogistix 1995 North Park Place SE Atlanta, GA 30339	Cline Engineering 599 King St. Charleston, SC 29403
CONTRACTOR’S PROJECT EXECUTIVE	Franklin Scarbrough, President	Franklin Scarbrough, President	Franklin Scarbrough, President	Franklin Scarbrough, President
KEY PERSONNEL (include titles)	William Oxford, Project Manager Mike Head, Superintendent	William Oxford, Project Manager Jason Garrett, Superintendent	Eddie Brewer, Project Manager Jason Garrett, Superintendent	Eddi Brewer, Project Manager Jason Garrett, Superintendent
PROJECT DETAILS	Contract Amount \$4,959,037.02 Completion Date 12/31/2022 % Self-Performed Work 95%	Contract Amount \$1,432,498.80 Completion Date 10/15/2020 % Self-Performed Work 80%	Contract Amount \$6,687,048.00 Completion Date 08/15/2020 % Self-Performed Work 70%	Contract Amount \$5,645,400.65 Completion Date 07/20/2022 % Self-Performed Work 80%
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build
SUSTAINABILITY CERTIFICATIONS				

Contractor’s Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Chapel Hill Middle School	Pleasantdale Elementary	Salem Gate Market Development	Stillwood
PROJECT LOCATION	Douglas County	DeKalb County	Conyers, GA	2153 Newnan Crossing Blvd. Newnan, GA 30265
PROJECT TYPE	Site Development	Site Development	Site Development	Site Development
OWNER	Douglas County School District	DeKalb County School District	Floor and Decor	Stillwood 2153 Newnan Crossing Blvd. Newnan, GA 30265
ARCHITECT	Southern A&E, LLC 7951 Troon Circle Austell, GA 30168	Chapman Griffin 2500 Cumberland Pkwy Atlanta, GA 30339	Paul Mitchell, Inc. 85-A Mill Street Roswell, GA 30075	Integrated Schience & Engineering 1039 Sulliva Rd. Newnan, GA 30265
CONTRACTOR’S PROJECT EXECUTIVE	Franklin Scarbrough, President	Franklin Scarbrough, President	Franklin Scarbrough, President	Franklin Scarbrough, President
KEY PERSONNEL (include titles)	Eddie Brewer, Project Manager Jason Garrett, Superintendent	Eddie Brewer, Project Manager Jason Garrett, Superintendent	Eddie Brewer, Project Manager Scott Godfrey, Superintendent	Eddie Brewer, Project Manager William Oxford, Superintendent
PROJECT DETAILS	Contract Amount \$589,963.68 Completion Date 08/20/2020 % Self-Performed Work 95%	Contract Amount \$3,912,723.99 Completion Date 11/08/2019 % Self-Performed Work 95%	Contract Amount \$5,086,216.12 Completion Date 05/20/2022 % Self-Performed Work 90%	Contract Amount \$606,889.54 Completion Date 05/20/2020 % Self-Performed Work 90%
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☒ Other: Bid-build
SUSTAINABILITY CERTIFICATIONS				

REFERENCES (Provide your company references): F.S. Scarbrough, LLC

Insert Your Company Name

Date Submitted

Company/Entity:	LGI Homes		
Address:	2700 Cumberland Pkwy SE, Atlanta, GA 30339		
Telephone:	404-906-4363	Fax:	
Contact:	Larry Chucci	Contact Email:	larry.chucci@lgihomes.com
Name of Project/Scope of work/Delivery Method	Bold Springs Farm Subdivision - Rehab of existing station. Wetwell, manhole, and vault rehab, new 35hp pumps, new electrical controls and rework SCADA. Remove and reinstall generator. Grading, Utility,Storm, Sewer, Fire, and Water, Concrete, Asphalt, Pump Station, Hauling on and off site dirt and rock, erosion, Milling, Precast Concrete, All Drainage Structures, Traffic Control, Construction Layout, Clearing andGrubbing on site and ROW, Roadway Excavation, Hauling Soil Within the Project, Hauling Soil to the Project, Embankments, Subgrade Construction, Graded Aggregate Construction, HaulingGAB, Hot Mix Asphaltic Concrete Construction, Soil-Cement Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, MillAsphalt, Hauling Millings, Miscellaneous Concrete, PCC Pavement, Grind Concrete Pavement, Concrete Structures, Retaining Walls, Reinforcement Steel, Precast Reinforced Concrete Boxes, Cofferdams, Storm Drain Pipe, Hauling Rip Rap of all sizes, Jack and Boring, Precast Concrete Barriers, Stabilizing Embankments and Retaining Walls, Sanitary Sewer, Miscellaneous Drainage Structures, Water Distribution, Grassing, Hauling Aggregate, Asphalt Cement		
Project Cost :	\$4,959,037.02	Project Dates:	12/31/2022
Architect Name/Company:	Precision Planning Inc.		
Architect Phone:	770-338-8000	Architect Email:	

Company/Entity:	Great Southern		
Address:	2009 Springhill Dr., Valdosta, GA 31602		
Telephone:	229-506-6876	Fax:	229-506-6879
Contact:	Denis Burger	Contact Email:	denis@greatsouthernllc.com
Name of Project/Scope of work/Delivery Method	Stone Terrace Apartments - Grading, Erosion, Storm, Sewer, Water, Concrete Work, Asphalt Paving, Asphalt Milling, Clearing and Grubbing, Traffic Control, Erosion Control, Hauling on Site and Off-Site dirt and Rock, Crushing		
Project Cost:	\$5,645,400.65	Project Dates:	07/20/2020
Architect Name/Company:	Cline Engineering		
Architect Phone:	843-991-7239	Architect Email:	matt@clineeng.com

Company/Entity:	EBIX, Inc.		
Address:	1 Ebix Way, Johns Creek, GA 30097		
Telephone:	678-281-2020	Fax:	678-281-2019
Contact:	Darrin Joseph	Contact Email:	djoseph@Ebix.com
Name of Project/Scope of work/Delivery Method	EBIX - Grading, Utility, Storm,Sewer, Erosion, Hardscape, Landscape, Pool, Concrete Paving, Water Distribution, Construction Layout, Traffic Control, HaulingSoil and Rock of all sizes on site and off site, Misc. Concrete, Retaining Walls, Cofferdams, Grassing		
Project Cost:	\$6,687,048.00	Project Dates:	08/15/2020
Architect Name/Company:	Civilogistix		
Architect Phone:	404-594-4403	Architect Email:	

INDIVIDUAL'S NAME	PRESENT POSITION OR TITLE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK
Franklin Scarbrough	President	22 + Years	Utility Contractor, Grading, Hauling, Landscape, Concrete, Asphalt, Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings Value Range: \$100,000.00-\$10,000,000.00
Edward Brewer	Vice-President	47+ Years	DOT and Private Sector Grading, Utility Work and Bridges To Include: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings Value Range: \$100,000.00 - \$100M
Edward Shipley	VP of Utility Construction	45+ Years	Oversee Large Public and Private Utility Projects Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement

			Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement Value Range: \$100,000 - \$15,000,000.00
Allen Eison	Executive Vice President	30+ Years	DOT and Private Sector Grading, Utility Work, Bridges and Buildings Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings Value Range: \$100,000 - \$100M
Jason Garrett	Utility Manager	20+ Years	Road and Utility Work Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting, Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement Value Range: \$50,000.00 - \$8M
Sean Murphy	Vice-President of Technology	30+ Years	Architect Work Included: Construction Layout, Misc. Erosion Control Items, Grassing, Landscape, Irrigation Value Range: \$10k - \$8M
Samir Patel	Project Manager	20+ Years	DOT and Private Sector Grading, Utility Work, Bridges and Buildings Work Included: Construction Layout, Traffic Control, Misc. Erosion Control Items, Clearing & Grubbing Right of Way, Clearing & Grubbing, Roadway Excavation, Hauling Soil within the Project, Blasting,

			Crushing, Hauling Soil to the Project, Embankments, Subgrade Construction, Soil-Cement Construction, Graded Aggregate Construction, Hauling GAB, Hot Mix Asphaltic Concrete Construction, Hauling Asphaltic Concrete Mix, Surface Treatment, Grind Concrete Pavement, Mill Asphalt, Hauling Millings, PCC Pavement, Misc. Concrete, Concrete Structures, Bridges and Culverts, Retaining Walls, Reinforcement Steel, Precast Rein Concrete Box Culverts, Cofferdams, Storm Drain Pipe, Hauling Rip Rap To Project of all size, Jacking or Boring Pipe, Precast Concrete Barrier, Mech Stabilized Retaining Walls, Sanitary Sewers, Misc. Drainage Structures, Water Distribution, Grassing Hauling Aggregate, Asphalt Cement, Buildings Value Range: \$100,000 - \$50M
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EXHIBIT E

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, 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 will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), 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 after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions 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 State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of City of Sandy Springs whose address is 1 Galambos Way Sandy Springs, GA, 30328 and it is also that:

- 1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
- 2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
- 3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with F.S Scarbrough certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
- 4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature
Name: _____
Title: _____

EXHIBIT G

FEDERAL AID IDENTIFICATION WORKSHEET

Subrecipient's name (must match registered name in DUNS)	City of Sandy Springs
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	XE4VXG636CN1
Federal Award Identification Number (FAIN)	693JJ22430000Y230GA0015023
Federal award date (see § 200.39 Federal Award Date	07/24/2024
Subaward Period of Performance Start and End Date	10/31/2023 – 11/30/2030
Amount of Federal Funds Obligated by this action	\$3,000,000.00
Total Amount of Federal Funds Obligated to the subrecipient	\$19,113,157.00
Total Amount of the Federal Award	\$19,113,157.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	PATH 400 TRAIL EXT FROM LORIDANS DR TO S OF JOHNSON FERRY RD
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, PM Rodney Leverette, RLeverette@dot.ga.gov
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	20.205
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

EXHIBIT H
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	City of Sandy Springs Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate
Appendix G	CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

APPENDIX A

City of Sandy Springs
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Mayor and duly authorized representative of City of Sandy Springs, whose address is 1 Galambos Way Sandy Springs, GA, 30328, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature (Seal)

Name:

Title: Mayor

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORs)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. 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 these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of City of Sandy Springs whose address is 1 Galambos Way Sandy Springs, GA, 30328, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

Date

Signature

Name: _____
Title: Mayor

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX D

CERTIFICATION OF City of Sandy Springs

STATE OF GEORGIA

I hereby certify that I am the Mayor of the City of Sandy Springs in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

LOCAL GOVERNMENT
Name: _____
Title: _____

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	0015023 Path 400 Trail from Loridans Dr to S of Johnson Ferry Rd
Sponsor’s Name:	City of Sandy Springs
Sponsor’s Address:	1 Galambos Way Sandy Springs, GA, 30328

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical 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(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1420657
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

6/11/2019
Date of Authorization

City of Sandy Springs
Name of Sponsor

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF , 20

[NOTARY SEAL]

Notary Public

My Commission Expires:

APPENDIX F
INSURANCE CERTIFICATE

Client#: 190181779FSSCA

ACORD™CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)6/26/2024

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

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

PRODUCER

McGriff Insurance Services LLC

741 W. Lanier Ave., Suite 100

Fayetteville, GA 30214-GA

770 471-7100

CONTACT NAME:

GA Certificate Team

PHONE (A/C, No, Ext):

770 471-7100

FAX (A/C, No):

770-477-6908

E-MAIL ADDRESS:

CertificatesGA@McGriff.com

INSURER(S) AFFORDING COVERAGE

INSURER A : Amerisure Mutual Insurance Co.

INSURER B : Amerisure Insurance Company

INSURER C : Illinois Union Insurance Company

INSURER D : Convex Insurance UK Limited

INSURER E : Hanover Insurance Company

INSURER F :

NAIC #

23396

19488

27960

22292

INSURED

FS Scarbrough, LLC

Po Box 2613

Peachtree City, GA 30269

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			CPP21181410102	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			CA21181430102	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CU21181420102	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC211902902	11/05/2023	11/05/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			CPYG71167215 00	08/08/2023	08/08/2024	\$2,000,000
D	Professional Liab			PF00972A22	06/29/2023	06/29/2024	\$2,000,000 See below
E	Leased/Rented Equ			IHAH72342601	08/01/2023	08/01/2024	\$750,00 See below

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

Please see attached forms

All CG7324_0323_GL_Contr_Blkt_Flex_AI

All CG7049 0417 Contractors GL Ext Endt

MIG CU7101 0417 Advantage Umbrella Liability Ext End

All CA7115 1109 Advantage Broad Form

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Georgia Department of Transporation

600 W. Peachtree St NW

Atlanta, GA 30308

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

AUTHORIZED REPRESENTATIVE

Michael Anthony Parker Jr.

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Page 395 of 449

DESCRIPTIONS (Continued from Page 1)
Amerisure WC000313 Blanket Waiver of Subrogation (0484) **Work Comp Info** Excluded Officers: Frank Scarbrough Excluded Officers: Amanda Scarbrough Policy HAH72342601 Leased/Rented Equipment Limit: Up to \$500,000 Deductible: \$1,000 Limit: \$500,000 to \$750,000 Deductible:\$10,000 Policy PF00972A22 Professional Liability Each Claim: \$2,000,000 Policy Aggregate Limit of Liability: \$4,000,000 Each Claim Deductible: \$10,000 cert holder name continued: State of Georgia Its Officers, employees, and agents RE: ITB 24-033 PI#0015023, Path 400 Trail Extension (Sandy Springs City Limit to S. of Johnson Ferry Rd)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR’S BLANKET FLEX ADDITIONAL INSURED
ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP21181410102	Agency Number	Policy Effective Date 08/01/2023
Policy Expiration Date 08/01/2024	Date	Account Number
Named Insured FS Scarbrough, LLC	Agency	Issuing Company

- A. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured:
- Any person or organization with whom you have agreed in a “written agreement” that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such “written agreement”.
 - If “your work” began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
 - such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
 - the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

- requires you to include a person or organization as an additional insured for a period of time during the policy period; and
- is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the “written agreement” specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” for that insured by or for you.
2. If the “written agreement” requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the “written agreement” requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the “written agreement”.
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. “Bodily injury” or “property damage” included in the “products-completed operations hazard” unless the “written agreement” specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the “written agreement” requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the “written agreement”.
2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of, or failure to render, any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

- D. The limits of insurance that apply to the additional insured are the least of those specified in the “written agreement” or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

TABLE OF CONTENTS	Page
1. Additional Definitions	9
2. Aggregate Limits Per Location	7
3. Aggregate Limits Per Project	7
4. Blanket Contractual Liability – Railroads	3
5. Broadened Bodily Injury Coverage	11
6. Broadened Knowledge Of Occurrence	8
7. Broadened Legal Liability Coverage For Landlord’s Business Personal Property	8
8. Broadened Liability Coverage For Damage To Your Product And Your Work	10
9. Broadened Who Is An Insured	3
10. Co-Employee Bodily Injury Coverage for Managers, Supervisors, Directors or Officers [see provision 9, Broadened Who Is An Insured, paragraph 2.a.(1)]	4
11. Contractual Liability – Personal And Advertising Injury	3
12. Damage To Premises Rented To You – Specific Perils and Increased Limit	7
13. Designated Completed Projects – Amended Limits of Insurance	11
14. Extended Notice Of Cancellation And Nonrenewal	9
15. Incidental Malpractice Liability	7
16. Increased Medical Payments Limit And Reporting Period	7
17. Mobile Equipment Redefined	9
18. Nonowned Watercraft And Nonowned Aircraft (Hired, Rented Or Loaned With Paid Crew)	3
19. Product Recall Expense	2
20. Property Damage Liability – Alienated Premises	2
21. Property Damage Liability – Elevators And Sidetrack Agreements	2
22. Property Damage Liability – Property Loaned To The Insured Or Personal Property In The Care, Custody And Control Of The Insured	2
23. Reasonable Force – Bodily Injury or Property Damage	10
24. Supplementary Payments	3
25. Transfer Of Rights (Blanket Waiver Of Subrogation)	9
26. Unintentional Failure To Disclose Hazards	8

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
 - 1.** The use of elevators; or
 - 2.** Liability assumed under a sidetrack agreement.

3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

4. PRODUCT RECALL EXPENSE

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
 - 1.** Failure of any products to accomplish their intended purpose;
 - 2.** Breach of warranties of fitness, quality, durability or performance;
 - 3.** Loss of customer approval or any cost incurred to regain customer approval;
 - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
 - 5.** Caprice or whim of the insured;
 - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
 - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
 - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

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- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and
 - b. “Product recall expenses”.
 - 8. Subject to paragraph **5.** above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.
- 5. **NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted and replaced with the following:
[This exclusion does not apply to:]

 - (2)** A watercraft you do not own that is:
 - (a)** Less than 75 feet long; and
 - (b)** Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(6)** is added as follows:
[This exclusion does not apply to:]

 - (6)** An aircraft you do not own, provided that:
 - (a)** The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b)** The aircraft is rented to you with a trained, paid crew; and
 - (c)** The aircraft is not being used to carry any person or property for a charge.
- 6. **BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph **c.** of “Insured Contract” is deleted and replaced by the following:

 - c.** Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph **f.(1)** of “Insured Contract” is deleted.
- 7. **CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.
- 8. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

 - b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.
- 9. **BROADENED WHO IS AN INSURED**

SECTION II – WHO IS AN INSURED is deleted and replaced with the following:

 - 1. If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

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- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2.** Each of the following is also an insured:
- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
 - (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.
- Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:
- (i)** Managers;
 - (ii)** Supervisors;
 - (iii)** Directors; or
 - (iv)** Officers;
- with respect to "bodily injury" to a co-"employee".
- (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by;
 - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c.** Any person or organization having proper temporary custody of your property if you die, but only;

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- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory

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relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded until the end of the policy period.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
2. **SECTION IV**, paragraph **4.b. Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. “Specific Perils” means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or “water damage”.

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD’S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2.**

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Exclusions, j. Damage to Property, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to a landlord’s business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15.** is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your “employee(s)” shall not, in itself, constitute knowledge to you unless one of your partners, members, “executive officers”, directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this “occurrence” to us as soon you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated “covered recall” that may result in “product recall expense”:
 - (1)** Give us prompt notice of any discovery or notification that “your product” must be withdrawn or recalled. Include a description of “your product” and the reason for the withdrawal or recall;
 - (2)** Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

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18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;

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- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of “your products” that cannot be reused. Disposal expenses do not include:
 - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
 - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid “bodily injury” or “property damage”.

22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

k. Damage to Your Product

“Property damage” to “your product” arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) “Collapse”; or
- (4) Explosion.

For purposes of exclusion k. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

l. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”. This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) Fire;
 - (b) Smoke;
 - (c) “Collapse”; or
 - (d) Explosion.

For purposes of exclusion l. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

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Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one “occurrence” because of “property damage” to “your product” and “your work” that is caused by fire, smoke, collapse or explosion and is included within the “product-completed operations hazard”. This sublimit does not apply to “property damage” to “your work” if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

24. BROADENED BODILY INJURY COVERAGE

Under **SECTION V – DEFINITIONS**, the definition of “bodily injury” is deleted and replaced with the following:

- 3. "Bodily injury"**
- a.** Means physical:
 - (1)** Injury;
 - (2)** Disability;
 - (3)** Sickness; or
 - (4)** Disease;sustained by a person, including death resulting from any of these at any time.
 - b.** Includes mental:
 - (5)** Anguish;
 - (6)** Injury;
 - (7)** Humiliation;
 - (8)** Fright; or
 - (9)** Shock;directly resulting from any "bodily injury" described in paragraph **3.a.**
 - c.** All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for “bodily injury” or “property damage” that occurs within any policy period for which we provided coverage; and
- B.** for “your work” performed within the “products-completed operation hazard”; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE UMBRELLA LIABILITY EXTENSION ENDORSEMENT

TABLE OF CONTENTS	Page
1. Blanket Contractual Liability – Railroads	3
2. Broadened Knowledge Of Occurrence	2
3. Contractual Liability – Personal And Advertising Injury	2
4. Extended Notice Of Cancellation	3
5. Extended Notice Of Nonrenewal	3
6. Fellow Employee Coverage	4
7. Incidental Malpractice	2
8. Mobile Equipment Redefined	3
9. Newly Formed Or Acquired Organizations	2
10. Nonowned Watercraft	4
11. Property Damage Liability – Alienated Premises	1
12. Property Damage Liability – Property Loaned To The Insured Or Personal Property In The Care, Custody And Control Of The Insured	1
13. Reasonable Force – Bodily Injury or Property Damage	4
14. Supplementary Payments – Increased Cost Of Bail Bonds and Increased Loss Of Earnings	2
15. Unintentional Failure To Disclose Hazards	3

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **m. Damage To Property**, subparagraph **(2)** is deleted.

The following paragraph is also deleted from paragraph **m. Damage to Property**:

Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

2. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **m. Damage to Property**, subparagraphs **(3)** and **(4)** are deleted.

Coverage under this provision **2.** does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

3. INCIDENTAL MALPRACTICE

Under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **s. Professional Services**, subparagraph **(5)** is deleted and replaced with the following:

- (5)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction. This exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that:
 - (a)** You are not engaged in the business or occupation of providing any services referred to in paragraph **(5)** above; and
 - (b)** Your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, paragraph **(15) Professional Services**, subparagraph **(e)** is deleted and replaced with the following:

- (e)** Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction. This exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that:
 - (1)** You are not engaged in the business or occupation of providing any services referred to in paragraph **(e)** above; and
 - (2)** Your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

4. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**, paragraph **a.(5) Contractual Liability** is deleted.

5. SUPPLEMENTARY PAYMENTS – INCREASED COST OF BAIL BONDS AND INCREASED LOSS OF EARNINGS

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraph **1. subparagraphs b. and d.** are deleted and replaced with the following:

- b.** Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “occurrence” we cover. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$1,000 a day because of time off from work, in excess of amounts provided by similar coverage(s) included in all “underlying insurance.”

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II – WHO IS AN INSURED**, subparagraph **1.c.(1)** is deleted and replaced with the following:

- (1)** Coverage under this provision is afforded until the end of the policy period;

7. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV – CONDITIONS**, paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, subparagraph **a.** is deleted and replaced as follows:

- a.** You must see to it that we are notified as soon as practicable of an “occurrence” or an offense, regardless of the amount, which may result in a claim. Knowledge of an “occurrence” or an offense by your employee(s) shall not, in itself, constitute knowledge to you unless one of your partners, members, executive officers, directors, or managers has knowledge of the “occurrence” or offense. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV – CONDITIONS**, paragraph **7. Representations Or Fraud** is deleted and replaced with the following:

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this policy if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this policy as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

9. EXTENDED NOTICE OF NONRENEWAL

Under **SECTION IV – CONDITIONS**, paragraph **10. When We Do Not Renew** is deleted and replaced with the following:

10. When We Do Not Renew

If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. EXTENDED NOTICE OF CANCELLATION

Under **COMMON POLICY CONDITIONS**, paragraph **A. Cancellation**, subparagraph **2.** is deleted and replaced with the following:

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 60 days before the effective date of cancellation if we cancel for any other reason.

11. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

12. BLANKET CONTRACTUAL LIABILITY – RAILROADS

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph **(1)** of "Insured Contract" is deleted.

13. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

14. FELLOW EMPLOYEE COVERAGE

The following is added to **SECTION II – WHO IS AN INSURED**:

Paragraphs **1.b.(1)(a)(i)** and **1.b.(1)(a)(ii)** do not apply to the extent valid co-“employee” coverage is provided in the “underlying insurance” or would have been provided but for the exhaustion of underlying limits for “bodily injury” and “property damage.” Coverage provided for co-“employees” will follow the terms of the “underlying insurance”.

Paragraph **2.b.(6)** does not apply to the extent valid fellow “employee” coverage is provided in the “underlying insurance” or would have been provided but for the exhaustion of underlying limits for “bodily injury” and “property damage.” Coverage provided for fellow “employees” will follow the terms of the “underlying insurance”.

15. NONOWNED WATERCRAFT

Exclusion **j. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted and replaced with the following:

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANTAGE
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".
This provision does not apply:
 - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. **Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph a. above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph b. **Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

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- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by a lessor; and
 - (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph 4. **Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Includes copyrighted material of Insurance Services Office, Inc.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph H.3. relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph H.a.

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No. WC211902902	Endorsement No.
Insured		Premium \$
FS Scarbrough, LLC		
Insurance Company	Countersigned by _____	
Amerisure Insurance Company		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL
CHANGE – THIRD PARTY**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

- 1. Cancel;
- 2. Nonrenew; or,
- 3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

- 1. Extend any Coverage Form cancellation date;
- 2. Negate the cancellation as to any insured or any certificate holder;
- 3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
- 4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Georgia Department of Transportation
State of Georgia

600 W Peachtree St NW
Atlanta,GA 30308

Appendix G

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date



TO: Eden Freeman, City Manager
FROM: William H. Martin, Jr. AIA Public Works Director
DATE: July 17, 2024 Submission for the August 6, 2024 City Council Meeting
ITEM: Request for Mayor and City Council to Approve the Purchase of a 6 x 3 Display Wall for the Traffic Management Center at City Springs from Utilicom Supply Associates, LLC

Recommendation:

Staff recommends approval to purchase materials and services to remove and replace the 6x3 Video Display Wall for the Traffic Management Center ("TMC") at City Springs from Utilicom Supply Associates LLC ("Utilicom") in the amount of \$297,967.35.

Background:

The City of Sandy Springs is committed to optimizing traffic management for its traffic management infrastructure in support of the Councils priorities of transportation accessibility, customer services, and public safety. Since 2008, Sandy Springs has operated a TMC. The first TMC was constructed at the Morgan Falls Building. In 2018, the TMC at City Springs was constructed. The TMC video wall is a critical component to monitor, manage, and operate the City's Advanced Traffic Management System (ATMS) which includes 132 traffic signals, 43 miles of aerial and underground communications fiber, 130 CCTV cameras, 72 Blue tooth travel time devices, 160 Glance devices, 27 vehicle approach warning flashers, 50 radar speed feedback signs, and associated devices. The TMC is also used for incident response and special-events traffic management.

Discussion:

Due to the quickly evolving world of technology, the TMC video wall needs to be rehabilitated to provide optimal operations. The existing array of 12 video screens is coming to the end of its functional life and cannot be upgraded "as-is" since the monitor size is no longer available. One of the video screens has begun to degrade. Staff recommends purchasing equipment, installation, and integration services from Utilicom which will be compatible with the existing Video Wall server which is installed in the TMC server room. The proposed Video Display Wall supports the display multiple arrays, CCTV video projection, and traffic management dashboards used in the TMC.

Financial Impact:

Capital Project T2504 in the approved FY25 Budget provided adequate funding for the TMC Video Display Wall replacement.

Alternatives:

The City may choose not to purchase the Video Display Wall and seek equipment and services from alternative vendors.

Review:

Karen Lugassy, Executive Assistant
Marty Martin, Director of Public Works
Chris Owens, Assistant City Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 7/25/2024
Approved - 7/25/2024
Approved - 7/30/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Resolution_TMC-Video-Wall_07232024

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE THE PURCHASE OF A 6X3 VIDEO DISPLAY WALL
FOR THE TRAFFIC MANAGEMENT CENTER AT CITY SPRINGS
FROM UTILICOM SUPPLY ASSOCIATES, LLC**

WHEREAS, the City of Sandy Springs (the “City”) has identified the need to replace the Video Display Wall in the Traffic Management Center located at City Springs; and

WHEREAS, the current Video Display Wall is at the end of its functional service life; and

WHEREAS, the Traffic Management Center (“TMC”) staff have reviewed operational needs and determined that the proposed replacement meets the future needs of the TMC to undertake traffic management; and

WHEREAS, the Project will include all materials, installation, and integration with the City’s existing TMC server; and

WHEREAS, the cost to the City for the purchase of the TMC Video Display Wall from Utilicom Supply Associates, LLC is \$297,967.35; and

WHEREAS, it is the desire of the City to purchase the Video Display Wall from Utilicom Supply Associates, LLC in an amount of \$297,967.35.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY
OF SANDY SPRINGS, GEORGIA:**

1. The purchase of a new Video Display Wall for the Traffic Management Center in an amount of \$297,967.35 is hereby approved; and
2. The City Manager and the City Attorney are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Dan Lee, City Attorney

DATE: July 29, 2024 Submission for the August 6, 2024 City Council Meeting

ITEM: Request For Mayor And City Council Consideration to Participate in the New National Opioids Settlement with Kroger Co.

Recommendation:

Staff recommends the Mayor and City Council authorize the City's participation in the settlement with Kroger Co. to resolve allegations that the companies contributed to the opioid crisis.

Background:

In December 2021, the City of Sandy Springs (City) adopted the Georgia Memorandum of Understanding ("MOU") relating to the National Opiate Litigation 2017 class action involving Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. The City has used these funds to purchase Narcan for City facilities and to design and implement a program focused on opioid-related education. Since that time, a nationwide settlement agreement (Settlement) has been reached to resolve the legal claims against the regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

Discussion:

The settlement requires Kroger Co. to pay over \$1.2 billion to be used by participating states and subdivisions to remediate the impacts of the opioid crisis and to be paid over a term of 11 years. To be considered for initial participation calculations and payment eligibility, the City of Sandy Springs must submit an executed Participation Form and Memorandum of Understanding on or before August 12, 2024. The exact amount the City will receive will be determined after all participating states and subdivisions have been determined.

Financial Impact:

Alternatives:

The City does not participate in the Kroger Co Settlement and cannot directly share in the settlement funds.

Review:

Caroline Galvin, Executive Project Manager
Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Created/Initiated - 8/1/2024
Approved - 8/2/2024
Approved - 8/2/2024
Final Approval - 8/2/2024

Attachments:

1. Resolution- KROGER OPIOD SETTLEMENT
2. Action_Required_Kroger_National_Opioid_Settl

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE PARTICIPATION IN THE NEW NATIONAL OPIOIDS
SETTLEMENT WITH THE KROGER CO.; TO AUTHROIZE3 THE CITY MANAGER TO EXECUTE
THE NECESSARY DOCUMENTATION; AND FOR OTHER PURPOSES**

WHEREAS, the City of Sandy Springs (the “City”) has determined it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the United States Constitution, Federal Statutes, Georgia's State Constitution, and the Charter for the City for the administration of a municipal government; and

WHEREAS, the City initiated litigation against certain manufacturers and distributors of prescription opioids to hold those certain manufacturers and distributors accountable for the opioid epidemic and sought to seek equitable and monetary relief via *In re National Prescription Opiate Litigation*, MDL No. 2804; and

WHEREAS, a new proposed national opioid settlement agreement (the “Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy The Kroger Co., related to alleged misconduct related to opioids; and

WHEREAS, the Settlement includes approximately \$1.2 billion, to be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis and to be paid over a term of eleven (11) years; and

WHEREAS, in order for a state entity and/or political subdivision to participate in the Settlement, the attached *Memorandum of Understanding* (“MOU”) and *Participation Form* must be executed by the City’s designee; and

WHEREAS, it is the desire of the City to participate in the New National Opioids Settlement, by way of the attached *MOU* and *Participation Form*.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
SANDY SPRINGS, GEORGIA AS FOLLOWS:**

1. The City’s participation in the New National Opioid Settlement, by way of the attached *Memorandum of Understanding* and *Participation Form*, is approved, ; and
2. The City Manager is hereby authorized to execute the relevant documentation for participation, pending the approval of the City Attorney and Chief Financial Officer; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this 6th day of August, 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(SEAL)

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Sandy Springs city, GA
Reference Number: CL-790744

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Georgia is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The *Memorandum of Understanding* for the Kroger settlement for subdivisions to execute through the DocuSign process.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by

participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Melissa M. Devine at the Georgia Attorney General's Office at (404) 458-3765 or mdevine@law.ga.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Sandy Springs city	State: GA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.



Settlement Document
Binding on State of Georgia When Executed by Georgia AG / Governor

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.



Settlement Document

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- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment



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- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State



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or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used



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funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-



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wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in
(1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require th



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consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF
UNDERSTANDING



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EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- Sandy Springs city has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Sandy Springs city, and has the authority to execute this document and bind Sandy Springs city to the Memorandum.
- Sandy Springs city is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Sandy Springs city, understands and acknowledges the terms of the Memorandum, and Sandy Springs city agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: _____

Name: _____

Title: _____

Date: _____

Entity: Sandy Springs city, GA

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____

