



**City of Biddeford**  
**Capital Projects / Operations Committee**

November 12, 2025 at 6:00 PM  
City Hall Council Chambers & Zoom

[Join Zoom Meeting Online:](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 962 5043 3595

Passcode:314898

1. Roll Call
2. Adjustment(s) to Agenda
3. Approval of Minutes
  - 3.a Meeting Minutes August 13, 2025
4. Old Business
  - 4.a Update - Support for Rotary Park Citizen-Managed Dog Park (DPW Bone Yard)
  - 4.b Update - Status of Main Street Pump Station Project (DPW)
  - 4.c Remove from Table: Review - Biddeford Municipal Airport Ground Leases
5. New Business
  - 5.a Skatepark Feasibility Bid
  - 5.b Approval To Sign Contract To Place The Order To Purchase A New Fire Department Tower Truck
  - 5.c Approval To Sign Contract To Place The Order To Purchase A New Fire Department Ambulance
  - 5.d Review - FY25 CIP Project Balances and Potential Carryover
6. Adjourn



**City of Biddeford**  
**Meeting Minutes**  
**Capital Projects / Operations Committee**

August 13, 2025 at 6:00 PM  
City Hall Council Chambers & Zoom

Call to Order: 6:03 p.m.

1. Roll Call
  - 1.a Chairperson LaFountain P
  - 1.b Councilor Lessard P
  - 1.c Councilor Ortiz P
  - 1.d Daniel Boucher P
  - 1.e Dominic Deschambault P

2. Adjustment(s) to Agenda  
None

3. Approval of Minutes

- 3.a July 9, 2025 Meeting Minutes

Motion to approve the minutes of July 9, 2025

Motion by: Councilor Ortiz

Seconded by: Member Boucher

Discussion: None

Vote: Unanimous in favor of the motion

4. Old Business

- 4.a **FY26 Capital Projects Recommendations for Remaining Funds**

Chairperson LaFountain commented on the process for Item 4.a. He made the audience aware that he would ask COO Phinney for an introduction of the items and there would be an opportunity for public comment.

Councilor Lessard spoke, asking the Committee to consider funding the Main Street Pump Station with CIP funds until a definitive source of funds can be identified. He provided his opinion on the recent cause and effect of the Westbrook Development Corp Project, Forest Green Project, Main Street Pump Station Project, yet to be completed FY24 and FY25 Audits, potential \$20,000,000 CSO Bond, and cashflow.

COO Phinney provided background on the FY26 CIP review. The City Council approved \$2,148,710 including \$20,000 of funds redirected to CIP for use at the discretion of the City Council. On June 11<sup>th</sup> the Committee approved \$300,700 for FY26 vehicles, \$500,000 for FY26 CIP paving and \$35,000 for the skate park feasibility study. This leaves \$400,000 in FY26 CIP paving. The projects spanning Fox Hollow and Garden Drive from the provide list would be covered by the \$800,000 carryover

from FY25. In total, there was \$800,000 carried over plus \$900,000 for FY26 of which \$500,000 has been allocated leaving \$400,000. If there is savings on the list of projects, DPW will use approximately \$45,000 for an update to the Street Scan assessment. This is a program where a contractor scans the infrastructure – roads, sidewalks, locations of signs – and the software calculates a quality rating. DPW uses the ratings to prioritize maintenance and repairs. Additionally, after allocating \$300,700 for vehicles this leaves a balance of \$121,600. COO Phinney reminded the Committee that there was an earlier discussion about the Fire Department's Service #4 vehicle. That vehicle was thought to be on the FY25 CIP list by the Fire Department. It is recommended that the vehicle be added to the vehicle replacement list in the amount of \$64,000. If approved, that leaves a balance of \$57,600. It is further recommended that the balance of \$57,600 be moved to the FY26 CIP projects category. In total, the remaining funds to be allocated include \$829,010 in FY26 CIP projects. The way this is broken down, \$410,000 is for engineering projects, \$32,000 is for Fire Department projects and \$500,000 is for the Police Department CAD RMS system. The CAD RMS system can be a lease purchase financed for 5 years. The annual payment would be \$111,313. This leaves \$191,000 for Public Works Department projects and \$93,000 for Recreation Department Projects. The projects are listed on that summary sheet.

Chairperson LaFountain opened the meeting to public comments.

Six members of the public spoke. All members requested funding for repairs and maintenance at the Rotary Park citizen-managed dog park.

Chairperson LaFountain returned to the Committee for discussion and comments.

Member Boucher asked for information on drainage and the fencing identified by the members of the public and what the repairs would cost.

Chairperson LaFountain asked Director Demers to comment also referencing an email from Engineer Craig Chekan regarding the drainage work and cost estimate from a couple of months ago. The cost being about \$36,250 without contingency. With a contingency the total is estimated to be \$43,500.

Director Demers confirmed the estimate and the work assessment and some yearly maintenance work.

Director Demers pointed out that he is prohibited from directing public funds to private entities. Since the dog park was originally proposed as a citizen-managed dog park. The Council never adopted the site as a formal dog park therefore he has not performed any significant work at the site.

Councilor Ortiz recognized the amount of time and effort the public has put into spreading wood chips and maintaining the dog park and thanked them for their efforts. She voiced concern that the park may not exist in the future if the City does not provide some level of support.

Member Deschambault echoed the comments from Councilor Ortiz asking if the dog park members have engaged in any fund raising.

A representative from the dog park indicated that they have reached out to Top Branch, a wood chip company on South Street, to provide chips as a corporate sponsor. The company delivers chips twice per year. Members have recently built stairs for the weather shelter. It was also noted that the dog park members applied for an LL Bean and a Park for the Bark Grant. The group did not receive funding from LL Bean but is yet to hear on the Park for the Bark Grant. The group also held a fund raiser at Banded Brewing and raised approximately \$1,600. The group has also reached out to

Home Depot for support.

Chairperson LaFountain thanked the dog park members for their comments and returned to the earlier discussion of funding sources for the Main Street Pump Station Project.

COO Phinney indicated that funding for the Main Street Pump Station Project contemplated the City providing upfront funding due to the timing. DPW needs to proceed with the work regardless, to ensure the station is capable of handling flows from work underway on Barra Road. So, the funding includes about \$450,000 from the sewer user fees (fund) and the balance to be backfilled from the Forest Green contribution, that we now know will not come this fiscal year.

Councilor Lessard asked Director Demers for clarification on funding and the paving award.

Director Demers indicated that he is reasonably confident in the paving estimates. He indicated there may be some savings, but he will not know with any certainty until the projects are complete. There is a paving project on Pike Street that he would also like to address.

Councilor Lessard asked if the proposed \$20,000,000 Bond could be used for the Main Street Pump Station Project work.

COO Phinney indicated that it could, but the question would need to be amended to expand the use of funds.

Councilor Lessard commented that the City needs to perform the sewer separation work related to the Bond and also needs to complete the approx. \$1.3M in work for the Main Street Pump Station Project. He also indicated that he is not in support of reducing fund balance below 12.5% to cover the obligation.

Chairperson LaFountain asked for clarification on what is on the table this evening asking for confirmation that there is currently \$1.31M under consideration across 4 different “buckets” – paving, projects, vehicles, and \$20,000 unallocated. With \$350,000 from sewer user fees that leaves a balance of \$1M.

Director Demers confirmed that he believes approximately \$450,000 will come from sewer user fees. He will need authorization to proceed before he can obtain reliable estimates for the Main Street Pump Station Project.

COO Phinney confirmed that amount under consideration at this time is \$1.313M.

Councilor Lessard suggested that Director Demers be given the go ahead and come back at the September meeting to provide details on how the Main Street Pump Station estimates are tracking to determine exact dollar amounts. This may allow the Committee to claw back some of the funds for CIP projects.

**Motion to reallocate \$1,000,000 in FY26 CIP funds to cover the Main Street Pump Station Project.**

Motion by:                     Councilor Lessard                    

Seconded by:                     Member Boucher                    

Discussion:

Member Boucher commented that sewer infrastructure work isn't glamorous and once the work is complete it is buried but it is important. He reiterated his support for the motion.

COO Phinney offered a general observation that funding for CIP projects and Social & Municipal Services projects are part of the budget review and approval process. It is difficult to manage when entities are allowed to address the Council and Committees outside of that process. Examples are the Biddeford Food Pantry and now the dog park. It would be beneficial to ensure there is clear notice of the timelines and process for next year so that this does not occur. It was also noted that the reason the City has not invested in the dog park is that it was proposed as a citizen-managed park with no expectation for City involvement other than allowing access to the property.

COO Phinney also suggested that of the remaining \$313K, the Committee considered allocating approx. \$185,000 for the Fire Department hose packs, the rescue air bags, the Police CAD RMS system and Public Works replacement dumpsters.

Councilor Lessard amended his motion to include \$1,000,000 for the Main Street Pump Station and approximately \$180,000 towards the identified projects.

**Motion to amend the original motion by adding the four additional projects – CAD/RMS, standpipe hose packs, rescue airbags, DPW roll-off containers - and reallocate \$1M to Main Street Pump Station Project**

Motion by: Councilor Lessard

Seconded by: Member Boucher

Discussion:

Councilor Ortiz ask if there was any indication of when the audits would be completed.

COO Phinney indicated that the current schedule places the auditors here in October for the FY24 Audit with receipt of the audit likely around December/January and receipt of the FY25 Audit around March.

Vote: Unanimous in favor of the amendment

Vote on the Motion as Amended: Unanimous in favor of the motion as amended

**4.b Review - Biddeford Municipal Airport Ground Leases**

Chairperson LaFountain open item 4.b Biddeford Municipal Airport Ground Leases for discussion.

COO Phinney provided background. The City issues leases for hangers at the airport. The City leases the land and the lease holders own the hangers. There are three leases expiring – one in August and two in November. None of the lease holders provided 180-days’ notice of intent to renew allowing the City to negotiate the leases.

COO Phinney reviewed the provided template. He referenced the amended term to reflect the Committee’s preference for shorter terms, the ability to establish an airport maintenance fund by charging lease holders a \$1,500 annual fee to be deposited into the dedicated fund.

The committee members discussed the referenced term and renewal options. By consensus, the Committee recommended elimination of renewal references all together requiring new leases at the end of each term.

**Motion to table the item until the next meeting.**

Motion by: Councilor Ortiz

Seconded by: Member Boucher

Discussion: None

Vote: Unanimous in favor of the motion

5. New Business

**5.a City Hall Air Conditioning/Heating Update**

COO Phinney briefed the Committee on expenses for maintenance over the past three years. Approximately \$9,000 was spent in '23, \$10,200 was spent in '24, and approximately \$13,800 was spent in '25. COO Phinney noted that a plan will be included with the FY27 CIP request identifying a phased approach to replacing aging equipment over a multi-year period rather than a full replacement of all systems.

The Committee took no action as this was an informational item.

**5.b Fire Department Vehicle/Apparatus Purchase Discussion**

Chief Best provided the Committee with an overview of the vehicle CIP review process and the long lead time involved with fire apparatus specifically. Ambulances currently have a lead time of 30-36 months, and the larger apparatus can be 30-48 months on lead time. This requires communities to plan accordingly. The Fire Department is contemplating replacement of an ambulance at about \$495,000 and a tower aerial truck (with bucket) for \$2.1M-\$2.3M. These are big expenses that require planning for cashflow purposes.

Chief Best noted financing options and design considerations. There is a rear-steering aerial from Pierce that he recommends. This unit minimizes rear vehicle swing from up to 5-feet to under 20-inches.

The Committee discussed the potential for buying a second used vehicle as well as a special purchase program that allocates a limited number of vehicles to dealers per year. Under this program a community would be able to place an order and receive delivery within 12-13 months. One benefit of the program is access to a vehicle within a much shorter time horizon. One drawback is that the community has a shorter time horizon to plan for the expense.

As a general comment the Committee asked that consideration be given to include more detail in future annual CIP discussions to allow future councils the ability to better understand funding needs and cashflow by flagging cash payments or large vehicle downpayments that they may not otherwise be aware of.

The Committee took no action as this was an informational item.

6. Adjourn

Motion to adjourn

Motion by: Member Boucher

Seconded by: Councilor Lessard

Vote: Unanimous in favor of the motion

Meeting adjourned at 8:17 p.m.



## Capital Projects / Operations Committee

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**Meeting Date:** November 12, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 4.c  
**Item Description:** Remove from Table: Review - Biddeford Municipal Airport Ground Leases  
**Submitted By:** Brian S. Phinney, COO

### Key Terms:

### Executive Summary:

The City of Biddeford leases ground space at the Biddeford Municipal Airport (B-19) to private hangar owners at a per-square-foot rate. Current lease rates are \$0.134/SqFt for the Saucier (6B) and Apte (6E) leases, and \$0.11965/SqFt for the O'Donnell (7I) lease (adjusted by CPI). Leases for three tenants will expire in August and November 2025.

The City Council's Capital Projects Operations Committee has reviewed potential changes to lease terms and revenue structures to support airport self-sustainability and the creation of a dedicated capital improvement sinking fund. Under FAA rules and grant assurances, the City is permitted to establish fair, reasonable, and non-discriminatory rates and charges to ensure the airport's financial self-sufficiency, provided revenues are used only for airport capital or operating purposes.

On August 13, 2025, the Committee recommended changes to the ground lease form. This item is a continuation of that review.

### Detailed Review:

The Biddeford Municipal Airport, designation B-19, leases land to various tenants for hangars. The City does not own the hangars and only leases the land beneath them. Please note the attached document titled *Memo to the Council President (updated)*, prepared by the City Solicitor in response to questions from the Council President. This document is relevant to available actions and decisions of the Capital Projects Operations Committee (Committee) under Code of Ordinances §62-6, which grants the Committee, subject to Mayor and Council approval, the authority to recommend leasing City-owned lots not already under lease, for terms not exceeding 15 years with one renewal option of ten years.

Historically, the City has not strictly observed the lease review, renewal, or creation process set forth in the Code. Three current leases will expire in 2025 (two in November, one in August), and the required 180-day tenant notices have not been received as identified in the expired/expiring leases. The lack of notice by the tenant(s) allows the City to propose new lease terms.

FAA policy and Grant Assurances allow the airport to maintain a fee and rental structure that makes the airport as self-sustaining as possible, taking into account traffic volume and collection economy. FAA rules also allow sponsors to establish separate charges, provided they are reasonable, applied uniformly to similarly situated tenants, and used exclusively for airport purposes.

At its July 9, 2025 meeting, the Committee tabled review of the leases, requesting that staff evaluate:

- Shorter lease terms (e.g., two-year leases with renewal options)
- Minimum lease fees to fund capital expenses (\$1,000–\$1,500)
- A revenue structure supporting a sinking fund for capital improvements
- Possible tiered fee structures

Following the staff evaluation, staff recommends continuing the per-square-foot ground lease rates at levels consistent with fair market value and FAA requirements, and establishing a separate \$1,500 annual Capital Improvement Fee for all hangar leaseholders.

The square foot fee is recommended at a rate of \$0.203 per square foot. The value is obtained by comparing the CPI increases across the three referenced applicable CPI months in the ground leases since 1998. The months are January (1) lease, March (15) leases, and July (11) leases. The historical CPIs are provided in three attachments labeled *20251008 Airport Ground Lease Historic CPI-Jan-Jan*, *20251008 Airport Ground Lease Historic CPI-Mar-Mar*, and *20251008 Airport Ground Lease Historic CPI-Jul-Jul*. The ground lease rates were then calculated by using a starting value of \$0.0941 per square foot for each of the periods. The largest value at the end of the period is \$0.203 for the January to January comparison. In keeping with the central tenet of the FAA requirements, consistent rates should be similarly applied to all leaseholders. Having three different CPI comparisons will create square foot rate differentials over time as the three CPIs differ over time. The CPI table for the referenced months should be carried forward, transitioning all leases to the July to July CPI comparison as the leases expire or a renewal term is reached. On August 13, 2025, the Committee reviewed the ground lease draft and, through consensus, asked that renewal terms be removed. The

revised draft ground lease agreements are included in the packet and reflect these changes.

It should be noted that there are several instances when a lease renewal was reset to the original per square foot unit rate and fixed rent amount rather than selecting the then current CPI adjusted unit rate and calculating the new fixed annual rent. This has had an impact on overall revenue to the benefit of the leaseholders.

The capital improvement fee will not be part of the lease agreement but will need to be adopted as part of the airport's published Rates and Charges Schedule, if approved. Current lease language at section 5.6., allows for such fees to be imposed. This fee would be applicable to each leaseholder as a set annual fee to support the airport.

If approved, revenues from the Capital Improvement Fee will be deposited into a dedicated, restricted Airport Capital/Sinking Fund to be used solely for FAA-eligible airport capital projects, grant matches, and repayment of prior City grant match advances, infrastructure maintenance, and other permissible airport operating costs. This approach is consistent with FAA Grant Assurances 24 and 25 and provides a predictable funding source for ongoing and future improvements without requiring full lease renegotiation.

**Funding Source:**

N/A

**Staff Recommendation:**

Since the review and renewal process is being formally implemented starting with the three referenced renewals, it is recommended that the Committee finalize the ground lease template. The unit rate is proposed as \$0.203 per square foot of ground lease.

**Next Steps:**

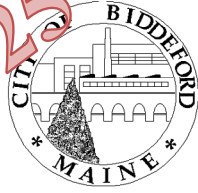
If removed from the table, the Committee will continue reviewing the ground lease template. Once finalized, the template will be used as the basis for negotiating one (1) expired lease and (2) expiring leases as well as the balance of leases as they expire or reach a renewal term. If approved the Airport Capital Projects Sinking Fund will need to be established.

**Attachments:**

- 1. 20251008 Airport Lease Agreement REDLINE - DRAFT
- 2. 20251008 Airport Lease Agreement CLEAN - DRAFT
- 3. 20251008 Airport Ground Lease Historic CPI - Jan-Jan
- 4. 20251008 Airport Ground Lease Historic CPI - Mar-Mar
- 5. 20251008 Airport Ground Lease Historic CPI - Jul-Jul
- 6. Memo to Council President (updated)
- 7. Ground Lease Agreement Lot 6B

8. Ground Lease Agreement Lot 6E
9. Ground Lease Agreement & Exhibit A for Lot 7I

**DRAFT**  
**Incorporates Changes**  
**From 08/13/25**



# **CITY OF BIDDEFORD**

## **Biddeford Municipal Airport**

### Ground Lease Agreement

Adopted: Month xx, xxxx

**GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and \_\_\_\_\_, with a mailing address of \_\_\_\_\_, (the "**TENANT**").

**W I T N E S S E T H:**

**WHEREAS, CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS, TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT's** aircraft related equipment and materials and conduct certain permitted uses at the Airport;

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

**ARTICLE 1 - LEASED PREMISES**

**1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately \_\_\_\_\_ square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

**1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT's** sole cost and expense and **CITY** shall have no responsibility therefor.

**ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

**2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of

TENANT's owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY. TENANT may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The CITY shall have sole discretion to accept or reject TENANT's request. If the City grants TENANT request that it conduct FBO service(s), TENANT shall provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. TENANT recognizes and agrees the CITY may revoke such consent at its sole discretion.

## ARTICLE 3 - TERM

### 3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term of up to thirty-six months (36) months to expire on June 30<sup>th</sup> of the respective year with such term defined in Subsection 4.1.1.

3.1.2 TENANT shall pay annual rent to the CITY during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

### 3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease ~~for five (5) additional two (2) year terms~~ at expiration through negotiations with the City so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days' notice of its intent to renew prior to expiration of the ~~initial~~ term of this Lease ~~and each subsequent term~~. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be negotiated in good faith and be in writing signed by both parties.

### 3.3 HOLDING OVER

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### 4.1 FIXED RENT

4.1.1. Fixed annual rent. TENANT agrees to pay CITY, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of {current value} determined at the time of the execution of this Agreement; for the fixed rent amount of {calculated value}, ~~of \$xxx.xx,~~ with the first payment prorated from the month of execution through the next June 30. The second payment and all subsequent payments shall be calculated from July 1, 20\_\_\*\* through June 30, 20\_\_\*\*.

4.1.2 Rent increases. Beginning on the first day of July 20\_\_\*\*, and annually thereafter, the per square footage rate fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A—~~more than 1,500,000~~), ~~July~~ June to ~~July~~ June, or comparable successor index for the immediately prior twelve months. The CPI adjusted per square footage rate shall be multiplied by the lease area to calculate the new fixed rent for the period. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department no later than ~~in~~ September 15<sup>th</sup> ~~August~~ of each year.

#### **4.2 RENEWAL RENT**

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current published general aviation ground rent in effect as of the commencement of the renewal term multiplied by the leased square footage referenced in Section 1.1 or as amended, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

#### **4.3 TIME AND PLACE OF PAYMENTS**

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### **4.4 DELINQUENT RENTALS**

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

### **ARTICLE 5 - OBLIGATIONS OF TENANT**

#### **5.1 NET LEASE**

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY**. It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

#### **5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.**

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all

required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the “FAA”) approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made to the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT**. **TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and

replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds for such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### **5.4 CITY RIGHT TO INSPECT AND REPAIR**

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## **5.5 UTILITIES**

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

- (a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT**, **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any

hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other government authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for

whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

## **5.10 CONFLICTING REGULATIONS**

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## **ARTICLE 6 - OBLIGATIONS OF CITY**

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

**CITY** agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

### **6.2 INGRESS AND EGRESS**

Upon paying the rent hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT**'s access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants at the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

## **ARTICLE 7 - CITY'S RESERVATIONS**

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months' notice, to relocate or replace **TENANT**'s

improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by CITY. Alternatively, CITY reserves the right to terminate this Lease. In that event, CITY will pay TENANT the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

## **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## **ARTICLE 8 - INDEMNITY AND INSURANCE**

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits, and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

## **8.2 LIEN INDEMNIFICATION**

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

## **8.3 INSURANCE**

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the **CITY**.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the **CITY** may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written

notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT's** responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT's** account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by **CITY**.

### **ARTICLE 9 - DESTRUCTION OF PREMISES**

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT's** insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

### **ARTICLE 10 - CONDEMNATION**

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT's** leasehold interest and improvements shall be paid to **TENANT**.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT's** conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the

Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

#### **ARTICLE 11 - TERMINATION OF LEASE**

11.1 **CITY's Right to Terminate.** The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;
- (b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with **TENANT**'s creditors;
- (e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT's Right to Terminate.** **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by **CITY**;
- (b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above,

the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 **Default by CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 **Default by TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## **ARTICLE 12 - RIGHTS UPON TERMINATION**

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination

thereof, the Leased Premises will be promptly delivered to CITY. TENANT shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination and repair any damage resulting from such removal and restore the Premises, all at TENANT's cost and expense. In lieu of removal, TENANT may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

### **ARTICLE 13 - ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all subleases of any portion of the Premises or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different

times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

### **14.2 QUIET ENJOYMENT**

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

### **14.4 LICENSE FEES AND PERMITS**

**TENANT** shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

**14.5 SECURITY AGREEMENT**

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be TENANT's responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and TENANT shall hold the CITY harmless and shall pay any fines, penalties, cost or expenses incurred by CITY or by TENANT and arising out of any breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

**14.6 PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

**14.7 INTERPRETATIONS**

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

**14.8 DISPUTE RESOLUTION**

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

**14.9 NOTICES**

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

Name

XXXX, XXXXX Street  
City, State

or such place as either party shall designate in writing.

#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

**WITNESS**

**CITY OF BIDDEFORD, MAINE**

\_\_\_\_\_  
By:  
Airport Manager

\_\_\_\_\_  
By:  
City Manager

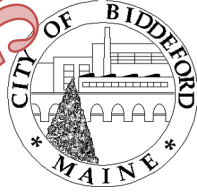
**TENANT**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:



**DRAFT**  
**Incorporates Changes**  
**From 08/13/25**  
**CLEAN**



# **CITY OF BIDDEFORD**

## **Biddeford Municipal Airport**

### Ground Lease Agreement

Adopted: Month xx, xxxx

**GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and \_\_\_\_\_, with a mailing address of \_\_\_\_\_, (the "**TENANT**").

**W I T N E S S E T H:**

**WHEREAS, CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS, TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT's** aircraft related equipment and materials and conduct certain permitted uses at the Airport;

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

**ARTICLE 1 - LEASED PREMISES**

**1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately \_\_\_\_\_ square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

**1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT's** sole cost and expense and **CITY** shall have no responsibility therefor.

**ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

**2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of

TENANT's owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY. TENANT may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The CITY shall have sole discretion to accept or reject TENANT's request. If the City grants TENANT request that it conduct FBO service(s), TENANT shall provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. TENANT recognizes and agrees the CITY may revoke such consent at its sole discretion.

## ARTICLE 3 - TERM

### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term of up to thirty-six months (36) months to expire on June 30<sup>th</sup> of the respective year with such term defined in Subsection 4.1.1.

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

### **3.2 RENEWAL TERM**

**TENANT** shall have the option to renew this Lease at expiration through negotiations with the City so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days' notice of its intent to renew prior to expiration of the term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be negotiated in good faith and be in writing signed by both parties.

### **3.3 HOLDING OVER**

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### **4.1 FIXED RENT**

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of {current value} determined at the time of the execution of this Agreement; for the fixed rent amount of {calculated value}, with the first payment prorated from the month of execution through the next June 30. The second payment and all subsequent payments shall be calculated from July 1, 20\_\_\_\_ through June 30, 20\_\_\_\_.

4.1.2 Rent increases. Beginning on the first day of July 20\_\_\_\_, and annually thereafter, the per square footage rate in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A), July to July, or comparable successor index for the immediately prior twelve months. The CPI adjusted per square footage rate shall be multiplied by the lease area to calculate the new fixed rent for the period. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department no later than September 15<sup>th</sup> of each year.

### **4.2 RENEWAL RENT**

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current published general aviation ground rent in effect as of the commencement of the renewal term multiplied by the leased square footage referenced in Section 1.1 or as amended, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

#### **4.3 TIME AND PLACE OF PAYMENTS**

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### **4.4 DELINQUENT RENTALS**

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

### **ARTICLE 5 - OBLIGATIONS OF TENANT**

#### **5.1 NET LEASE**

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY**. It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

#### **5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.**

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA")

approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made to the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT**. **TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds for such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### **5.4 CITY RIGHT TO INSPECT AND REPAIR**

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT**, upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of **CITY**.

## **5.5 UTILITIES**

**TENANT** shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT**.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin,

or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT**, **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except

in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other government authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

## **5.10 CONFLICTING REGULATIONS**

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## **ARTICLE 6 - OBLIGATIONS OF CITY**

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If CITY permanently ceases operations of the Airport during the term of this Lease, CITY will pay TENANT the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### **6.2 INGRESS AND EGRESS**

Upon paying the rent hereunder and performing the covenants of this Lease, TENANT shall have the right of ingress to and egress from the Premises for the TENANT, over the roadway provided by CITY serving the Premises. TENANT's access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. CITY's roadway shall be used jointly with other tenants at the Airport, and TENANT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as CITY deems necessary. TENANT shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. TENANT shall be responsible for paying for all hookup and periodic usage charges for such utilities and CITY shall have no responsibility therefor.

## **ARTICLE 7 - CITY'S RESERVATIONS**

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event CITY requires the use of the Premises for expansion, improvement, or development of the Airport, CITY reserves the right, on six (6) months' notice, to relocate or replace TENANT's improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by CITY.

Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

## **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

## **ARTICLE 8 - INDEMNITY AND INSURANCE**

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits, and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against **CITY**.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY**. The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

## **8.2 LIEN INDEMNIFICATION**

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

## **8.3 INSURANCE**

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the **CITY**.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the **CITY** may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction

in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT's** responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT's** account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by **CITY**.

#### **ARTICLE 9 - DESTRUCTION OF PREMISES**

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT's** insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### **ARTICLE 10 - CONDEMNATION**

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT's** leasehold interest and improvements shall be paid to **TENANT**.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT's** conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion

of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT's** obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

#### **ARTICLE 11 - TERMINATION OF LEASE**

11.1 **CITY's Right to Terminate.** The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT's** assets;
- (b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT's** assets by a court of competent jurisdiction or a voluntary agreement with **TENANT's** creditors;
- (e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT's** use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT's Right to Terminate.** **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by **CITY**;
- (b) Subject to **TENANT's** obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice

of such inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## **ARTICLE 12 - RIGHTS UPON TERMINATION**

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of

expiration or termination and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period whether it accepts or rejects said offer. In the event **CITY** rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

### **ARTICLE 13 - ASSIGNMENT AND SUBLETTING**

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the **CITY**.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY**'s option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be

deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

### **14.2 QUIET ENJOYMENT**

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

### **14.4 LICENSE FEES AND PERMITS**

**TENANT** shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

### **14.5 SECURITY AGREEMENT**

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be TENANT's responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and TENANT shall hold the CITY harmless and shall pay any fines, penalties, cost or expenses incurred by CITY or by TENANT and arising out of any breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

#### 14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

#### 14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

#### 14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

#### 14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

Name  
XXXX, XXXXX Street  
City, State

or such place as either party shall designate in writing.

#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of

competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

**WITNESS**

**CITY OF BIDDEFORD, MAINE**

\_\_\_\_\_  
By:  
Airport Manager

\_\_\_\_\_  
By:  
City Manager

**TENANT**

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

CPI Change History: Jan-Jan

Year	CPI Index	YoY Pct Change	Baseline
1998	175.90		\$ 0.0941
1999	181.90	0.0341103	\$ 0.0973
2000	186.30	0.0241891	\$ 0.0996
2001	193.60	0.0391841	\$ 0.1035
2002	198.90	0.0273760	\$ 0.1064
2003	204.40	0.0276521	\$ 0.1093
2004	211.60	0.0352250	\$ 0.1132
2005	218.40	0.0321361	\$ 0.1168
2006	225.90	0.0343407	\$ 0.1208
2007	233.90	0.0354139	\$ 0.1251
2008	240.40	0.0277897	\$ 0.1286
2009	253.30	0.0536606	\$ 0.1355
2010	255.40	0.0082906	\$ 0.1366
2011	261.60	0.0242756	\$ 0.1399
2012	271.60	0.0382263	\$ 0.1452
2013	278.20	0.0243004	\$ 0.1488
2014	283.70	0.0197699	\$ 0.1517
2015	291.80	0.0285513	\$ 0.1560
2016	294.30	0.0085675	\$ 0.1574
2017	301.90	0.0258240	\$ 0.1614
2018	312.30	0.0344485	\$ 0.1670
2019	321.90	0.0307397	\$ 0.1721
2020	330.90	0.0279590	\$ 0.1770
2021	339.00	0.0244787	\$ 0.1813
2022	352.50	0.0398230	\$ 0.1885
2023	362.20	0.0275177	\$ 0.1937
2024	369.30	0.0196024	\$ 0.1975
2025	379.60	0.0278906	\$ 0.2030

(CPI-U all items, not seasonally adjusted). The YoY percent change is calculated as:

$$\frac{(\text{Index this year} - \text{Index prior year}) / \text{Index prior year}}{\text{BLS area/size-class redesign (old A = >1.5M, new A = >2.5M)}}$$

CPI Change History: Mar-Mar

Year	CPI Index	YoY Pct Change	Baseline
1998	176.90		\$ 0.0941
1999	182.70	0.0327869	\$ 0.0972
2000	188.80	0.0333881	\$ 0.1004
2001	194.90	0.0323093	\$ 0.1036
2002	200.20	0.0271934	\$ 0.1065
2003	206.30	0.0304695	\$ 0.1097
2004	213.40	0.0344159	\$ 0.1135
2005	219.80	0.0299906	\$ 0.1169
2006	227.30	0.0341219	\$ 0.1209
2007	235.40	0.0356357	\$ 0.1252
2008	243.80	0.0356839	\$ 0.1296
2009	252.00	0.0336341	\$ 0.1340
2010	256.30	0.0170635	\$ 0.1363
2011	263.70	0.0288724	\$ 0.1402
2012	272.70	0.0341297	\$ 0.1450
2013	279.90	0.0264026	\$ 0.1488
2014	287.20	0.0260807	\$ 0.1527
2015	292.10	0.0170613	\$ 0.1553
2016	295.10	0.0102705	\$ 0.1569
2017	303.70	0.0291427	\$ 0.1615
2018	314.00	0.0339150	\$ 0.1670
2019	323.70	0.0308917	\$ 0.1721
2020	326.80	0.0095768	\$ 0.1738
2021	341.60	0.0452876	\$ 0.1816
2022	356.00	0.0421546	\$ 0.1893
2023	364.80	0.0247191	\$ 0.1940
2024	371.10	0.0172697	\$ 0.1973
2025	381.10	0.0269469	\$ 0.2026

(CPI-U all items, not seasonally adjusted). The YoY percent change is calculated as:

$$\frac{(\text{Index this year} - \text{Index prior year})}{\text{Index prior year}}$$

BLS area/size-class redesign (old A = >1.5M, new A = >2.5M)

CIP Change History: Jul-Jul


Year	CPI Index	YoY Pct Change	Baseline
1998	178.7		\$ 0.0941
1999	184.4	0.0318970	\$ 0.0971
2000	190.9	0.0352495	\$ 0.1005
2001	197.1	0.0324777	\$ 0.1038
2002	202.6	0.0279046	\$ 0.1066
2003	209.2	0.0325765	\$ 0.1101
2004	214.8	0.0267686	\$ 0.1131
2005	222.0	0.0335196	\$ 0.1169
2006	230.8	0.0396396	\$ 0.1215
2007	237.3	0.0281629	\$ 0.1249
2008	248.5	0.0471976	\$ 0.1308
2009	252.4	0.0156942	\$ 0.1329
2010	258.9	0.0257528	\$ 0.1363
2011	267.3	0.0324450	\$ 0.1407
2012	275.2	0.0295548	\$ 0.1449
2013	282.9	0.0279797	\$ 0.1489
2014	288.6	0.0201485	\$ 0.1519
2015	293.7	0.0176715	\$ 0.1546
2016	298.2	0.0153218	\$ 0.1570
2017	307.2	0.0301811	\$ 0.1617
2018	317.2	0.0325521	\$ 0.1670
2019	326.3	0.0286885	\$ 0.1718
2020	334.7	0.0257432	\$ 0.1762
2021	345.8	0.0331640	\$ 0.1820
2022	357.3	0.0332562	\$ 0.1881
2023	366.9	0.0268682	\$ 0.1931
2024	374.2	0.0198964	\$ 0.1970
2025	383.7	0.0253875	\$ 0.2020

(CPI-U all items, not seasonally adjusted). The YoY percent change is calculated as:

$$\frac{(\text{Index this year} - \text{Index prior year})}{\text{Index prior year}}$$

BLS area/size-class redesign (old A = >1.5M, new A = >2.5M)

## Memorandum

TO: Council President Liam LaFontain  
From: Woodman Edmands, P.A.   
Date: April 30, 2025  
RE: Biddeford Airport Leases

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This memo is in relation to your formal request to review the airport leases that the City of Biddeford maintains with the various rental tenants at the Biddeford Municipal Airport. In addition, it analyses the questions proposed by Council President Liam LaFontain regarding the leases.

Attached to this Memo as Exhibit A is a breakdown of the current leases, their end dates, and their renewal timelines. Each of the leases is based on one of three forms that existed during the adoption, and the Exhibit breaks down which form is used. For the most part, each of the three forms are quite similar, with some minor differences in the provisions throughout.

As an executive summary, our opinion is that the leases remain valid and in effect against the City. Our best course of action will be to abide strictly by the terms of the leases moving forward, in order to bring the terms into more favorable ones for the City, such as through the CPI rent adjustments, and begin the process of preparing a new form lease to have ready to enter into once the current leases expire.

### **Where the leases properly authorized under City Ordinance?**

The City Ordinance contained in Section 62-6 states that “The committee on Capital Projects shall, subject to the approval of the Mayor and Council, have the authority to recommend the leasing of any lot or part thereof owned by the City not already under lease... Such lease shall be recommended to the full Council upon such terms and conditions as the committee deems expedient and shall be for a period not to exceed 15 years, with an option to renew for a ten-year period.”

A review of the Capital Projects minutes and agendas, and a review of the City Council minutes and Agendas around the times the leases were entered and did not reveal any approvals granted by those bodies. Although there may be occurrences where some leases were properly authorized and others were not, we would argue that it is a safe assumption that many, if not all, of the leases were not authorized pursuant to the City Ordinance requiring approval of the Mayor and Council, nor any input from the Capital Projects Committee.

### **Has the City’s Conduct (accepting rent) legally ratified these leases?**

Whether the City's conduct has ratified the leases is not necessarily a straightforward answer and rather is a question of fact<sup>1</sup>. At the very least, the collection of rents by the City from the Tenants of the various hangars has created a landlord-tenant relationship between the parties and ratified the tenancy. The City will face difficulties in challenging a ratification of the leases due to an estoppel claim<sup>2</sup>, and may not only have ratified the leases, but may be estopped from claiming any invalidity of the leases due to their actions. Equitable estoppel occurs to prevent a party from asserting a right or claim, if their actions or words have led another party to reasonably believe that right or claim would not be asserted, and the other party has detrimentally relied on such a belief.

In particular, when referring to the City's actions, we note the collection of rent, the entering of new Ground Lease Agreements, the subsequent collection of rent on those Leases, and the entering of the Leases into the various Budget Books for the City. These actions likely amount to ratification of not only the tenancy, but of the lease itself, and it is our opinion that the City would be bound by the terms of the leases and estopped from any denial thereof.

**Are any of the leases voidable or otherwise subject to challenge?**

It would be our legal opinion that none of the leases are voidable or otherwise subject to any challenges. As noted above, since the City would be estopped from challenging or voiding the leases, as the City has been acting like the leases are valid and have been collecting rent from the tenants<sup>3</sup>.

I believe the best course of action the City may have for voiding the leases would be on the renewal of them. Under the terms of the leases, one renewal term of 10 years is allowed, if notice is provided to the City in the proper timeframe (180 days prior to the expiration of the lease). As the Council President notes, this is a unilateral extension of the lease, but it is only for one renewal term. With that being said, if any tenants fail to provide the proper 180 days notice, or have failed to provide the 180 day notice, I would argue that the City may have grounds to deny the extension of the lease<sup>4</sup>. Many of the leases initial terms end on June 30, 2028, and many of the leases were supposed to end on June 30, 2024 or otherwise are currently in their 10 year renewal timeframe. There may be some room to challenge that the failure of the tenant to

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<sup>1</sup> *Matrix Fin. Servs. Corp. v. Albert*, 2015 Me. Super. LEXIS 118, which quotes the Restatement (Third) of Agency, § 4.02 cmt.c. "Whether a principal's actions are sufficient to constitute ratification is an issue of fact."

<sup>2</sup> Under *Auburn v. Desgrosseilliers*, 578 A.2d 712, "...equitable estoppel may be applied to the activities of a government official or agency in the discharge of government functions."

<sup>3</sup> We note in your email that rents may not have even been collected last year. If there is any tenant who has signed a lease and never paid any rent, there may be some more room for argument here on that particular lease.

<sup>4</sup> *Medomak Canning Co. v. York*, 143 Me. 190, "Where the lessee has the right of renewal "Provided he gives notice at or before a specified time to the lessor of his intention to exercise the privilege of renewal, it is ordinarily held that the giving of notice is a condition precedent which must be complied with within the stipulated time, and that, in the absence of special circumstances...the right to renewal is lost if the notice is not given..."

properly provide notice to renew their lease, especially for the leases which ended in June 30, 2024 that may not have paid rent for the year yet, were never renewed, but this could be a difficult argument that would certainly be contested by the Tenants.

### **What options does the City have to renegotiate, restructure, or terminate these leases?**

The previous section summarizes responses to these questions, however we will expand on some other options below.

The City and the Tenant could renegotiate the leases, sign a document dismissing the old lease, and entering into a new lease on different terms. However, this would have to be by mutual agreement between the City and the Tenant, and there is nothing that would explicitly require the tenant to negotiate a new lease.

In terms of restricting the leases, since all of the hangars are currently rented and will be up for renewal/new tenants at around the same times, it may be worthwhile to begin the process of adopting a new lease form for future tenancies to ensure the best possible terms for the City. This may allow the time to get the proper inputs from the City Council and the public to ensure that the new form lease is in the best interest of the City, and conforms to the terms that the City wishes to implement.

The City does possess some situations in which it can terminate the leases, one of which would be the non-payment of any rental amounts owed. However, this provision is conditioned on providing notice to the Tenant of their failure to pay and providing the opportunity for them to cure the rent defect. It may be worthwhile to ensure that all tenants are properly provided notice of any rent not paid and the CPI Adjusted inflations of the rent as to where they will be, as this may provide either some room to renegotiate the leases<sup>5</sup>. Any tenants which fail to cure the rent defect may be subject to having their leases terminated subject to the provisions of Article 11 of each lease.

In addition, the City does have some leeway in modifying the rental amounts at the time of renewal of the leases. Under Article 3.2 of the leases, it states that a Renewal Term is subject to the renegotiation of the rent under Article 4, or any applicable rent increase provided in Article 4<sup>6</sup>. Under Article 4, the Renewal Rent for each of the contracts is equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. As a result, many of the leases which are up for renewal in the coming years can be brought to a more updated rental amount when renewed. For any previously renewed units which have not paid rent, there may be some negotiation in their renewed rent being increased, but I would argue that it is better

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<sup>5</sup> This is to say that if the Tenants have been enjoying the privilege of the leases not being properly enforced per the exact language of the leases, beginning to do so and providing the proper notices may open more options for the city.

<sup>6</sup> The exact language differs between the various lease agreement forms.

to look at these leases on a case-by-case basis to determine the specific facts that may determine a proper outcome.

At the very least, the City should begin ensuring that all CPI adjustments are being made going forward. We did not find any relevant case law which supports a claim that missed CPI adjustments can be demanded moving forward. The Leases note that these increases had to be performed annually based on the prior 12 months CPI adjustment, and also notes that the failure of the City to exercise a right under the Lease does not waive the ability to exercise that right in the future. We may have the proper backing in the contract language to impose some additional rental increases for missed ones, but it would almost certainly be opposed by most, if not all, of the affected Tenants.

**Would pursuing back bill for missed CPI adjustments or rent weaken any potential argument that the leases were improperly authorized or voidable?**

As a short answer, it is possible for the City to make an argument for the enforcement of the lease and an argument for the invalidity of the lease or voidability of it. Assuming that an argument about the lease being void was brought, there would be nothing against or weakening of the City's argument that, as a back up in the instance the lease is found to not be void, that there are rent adjustments that were missed.

In addition, as noted above, pursuing back billing for missed CPI adjustments, especially the notion of back-billing for amounts that should have been paid under an increase and never were, would be a very difficult action to bring. We did not find any relevant case law where a non-residential tenant was back-charged for missed rent increases, and our concern would be that this argument may not hold up in a Court compared to the arguments that the Tenants may have available to them, such as estoppel or ratification.

**EXHIBIT A**

<b>Hangar</b>	<b>Tenant</b>	<b>Lease End</b>	<b>Lease Renewal</b>	<b>Lease Version</b>
1	Marcel Bertrand	June 30, 2028	June 30, 2038	March 1, 2018
2	Joel Keller <sup>1</sup>	October 15, 2024	October 15, 2035	February 3, 2009
3	Marcel Bertrand	June 30, 2024	June 30, 2034	February 3, 2009
4	Paul B. Lariviere	June 30, 2024	June 30, 2034	February 3, 2009
5A	Eldon L. Morrison and Ward Hand, DEW LLC	June 12, 2022	June 12, 2032	February 1, 2007
5B	Eldon L. Morrison and Ward Hand, DEW LLC	June 12, 2022	June 12, 2032	February 1, 2007
5C	Eldon Morrison and Ward Hand	June 30, 2028	June 30, 2038	March 1, 2018
5D	Steven & Louise Morris	June 30, 2024	June 20, 2038	February 3, 2009
5E	Roger A. Cross	June 30, 2028	June 30, 2038	March 1, 2018
5F	Lannie McGahey	June 30, 2024	June 30, 2034	February 3, 2009
5G	GAL-AIR, LLC	June 30, 2024	June 30, 2034	February 3, 2009
5H	Alan E. Godburn	June 30, 2024	June 30, 2034	February 3, 2009
5I	Richard H. Pate	June 30, 2028	June 30, 2038	March 1, 2018
6A	43 North LLC	June 30, 2033	June 30, 2043	March 1, 2018
6B	Donald P. Saucier	November 22, 2025	November 22, 2035	February 3, 2009
6C	Great Moose Aviation, LLC (Records indicate a sale of some sort, see footnote <sup>2</sup> )	May 30, 2023	May 30, 2033	February 1, 2007
6D	Richard J. Rousseau	June 30, 2028	June 30, 2038	March 1, 2018

<sup>1</sup> This lease was scanned with only every other page. All even pages are missing from the document.

<sup>2</sup> The file indicates there was a lease with RJ Aviation, Inc. prior to the Great Moose Aviation lease. Record also indicates a bill of sale between RJ Aviation, Inc. and Great Moose Aviation for an Aircraft Hangar, per a Hangar Purchase Agreement, which was not attached to the record.

6E	John Apte	November 8, 2025	November 8, 2035	February 3, 2009
6F	Michael Glaude and Jeanne Glaude <sup>3</sup>	N/A	N/A	N/A
7A	Henry & Roberta Morin	June 30, 2024	June 30, 2034	February 3, 2009
7B	Thomas Bryand	June 30, 2024	June 30, 2034	February 3, 2009
7C	Theodore N. Poirier	June 30, 2028	June 30, 2038	March 1, 2018
7D	Frederick Celce	June 30, 2028	June 30, 2038	March 1, 2018
7E	Leonard Clow	June 30, 2028	June 30, 2038	March 1, 2018
7F	Roland Belair	June 30, 2028	June 30, 2038	March 1, 2018
7G	Gerald Polakewich	June 30, 2028	June 30, 2038	March 1, 2018
7H	Thomas Sinclair (Assigned by Corey Jacques)	November 21, 2019	November 21, 2029	February 3, 2009
7I	John M. O'Donnell	August 25, 2025	August 25, 2035	February 3, 2009

**Note:**

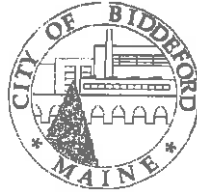
The February 1, 2007 leases contain a “start date” of the date of the execution of the agreement, continuing for 10 years, with a 10 year renewal option.

The February 3, 2009 leases contain a “start date” of July 1<sup>st</sup>, or the date of the agreement, whichever is later, continuing for 10 years with a 10 year renewal option. Exceptions: Lot 6A notes July 5, 2015;

The March 1, 2018 leases contain a start date of the execution of the lease agreement, with a term ending on June 30<sup>th</sup> of varying years (some are 10 years, some are 15 years), with a renewal option of 10 years.

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<sup>3</sup> No lease was contained in the file for this hangar, but there is another Bill of Sale for an aircraft hangar from RJ Aviation, Inc. to Michael and Jeanne Glaude.



# **CITY OF BIDDEFORD**

## **Biddeford Municipal Airport**

### Ground Lease Agreement

*Lease Expires on  
November 22, 2025*

Adopted: February 3, 2009

## **GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 23rd day of November 2015, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and Donald P. Saucier, with a mailing address of 1 Saucier Lane, Old Orchard Beach, Maine 04064, (the "**TENANT**").

### **WITNESSETH:**

**WHEREAS**, **CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS**, **TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the **Airport**;

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

#### **1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 4,800 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

#### **1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

### **ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

#### **2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**

2.1.1 **Permitted Uses:** **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY.

### ARTICLE 3 - TERM

#### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 5, 2015, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 TENANT shall pay rent to the CITY during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

### 3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

### 3.3 HOLDING OVER

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### 4.1 FIXED RENT

4.1.1. Fixed annual rent. TENANT agrees to pay CITY, a fixed rent of \$643.20 for the period from the July 1, 2015 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2015.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

### 4.2 RENEWAL RENT

In the event TENANT wishes to renew this Lease as provided in Section 3.2 above, TENANT shall provide the CITY with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, CITY shall provide TENANT with documentation as to those current rents and adjustments.

### 4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the CITY may direct in writing from time to

time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### 4.4 DELINQUENT RENTALS

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

### ARTICLE 5 - OBLIGATIONS OF TENANT

#### 5.1 NET LEASE

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

#### 5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### 5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT**. **TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 TENANT shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. CITY reserves the right to require TENANT to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. TENANT shall defend, indemnify and hold the CITY harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from TENANT's storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 TENANT shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that TENANT does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, CITY reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to TENANT. In the event CITY undertakes any such obligation or pays such cost hereunder, TENANT shall repay the CITY all such amounts immediately upon CITY's demand therefor. Nothing herein shall prevent or prohibit the CITY from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### 5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 CITY, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the TENANT, but the CITY reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, CITY shall notify the TENANT that such inspection occurred within a reasonable time thereafter. TENANT shall provide CITY with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## 5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## 5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

## 5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT**, **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of CITY, there exists any uncorrected violation by TENANT of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by TENANT under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from CITY to TENANT, the same shall, at the option of CITY, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 TENANT shall defend, indemnify and hold the CITY harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) TENANT's use of the Premises or operations thereon by or on behalf of TENANT; (b) claims arising out of, related to, or in connection with (i) the release by TENANT of any hazardous material into, onto or from the Premises; or (ii) any arrangement by TENANT for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by TENANT; or (d) claims resulting from any act or omission of TENANT in violation of any Federal, State or Local environmental laws or regulations with respect to TENANT's use of the Leased Premises.

5.9.6 CITY shall give to TENANT prompt and reasonable notice of any such claim or action, and TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 TENANT, as used in this Section 5.9, shall mean and include the named TENANT, or anyone for whose act TENANT may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

## 5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## ARTICLE 6 - OBLIGATIONS OF CITY

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

**CITY** agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

### **6.2 INGRESS AND EGRESS**

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY's** roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

## ARTICLE 7 - CITY'S RESERVATIONS

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT's** improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

### **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## ARTICLE 8 - INDEMNITY AND INSURANCE

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall CITY be liable to TENANT or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

### **8.2 LIEN INDEMNIFICATION**

Throughout the term of this Lease, TENANT shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by TENANT. TENANT may in good faith, however, contest the validity of any alleged lien. TENANT shall defend and indemnify and hold the CITY harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the CITY. So long as TENANT defends CITY in any action concerning any such lien, TENANT shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the CITY. This provision shall survive termination or expiration of this Lease Agreement. CITY may, at its sole discretion, pay any amounts secured by any such lien and in such case, TENANT shall repay all such payments to CITY immediately upon CITY's demand therefor.

### 8.3 INSURANCE

8.3.1 Without expense to the CITY, and with no lapse in coverage, TENANT shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 TENANT and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and CITY reserves the right to amend the minimums as needed throughout the term of this Lease. TENANT agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the CITY, TENANT shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect TENANT and CITY from any claims or damages arising out of or resulting from such construction or renovations, and shall name the CITY as an additional insured thereon. In addition to the foregoing, TENANT shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that CITY may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

#### ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by TENANT and paid for with TENANT's insurance proceeds; and, if such proceeds are insufficient for such purposes TENANT shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then TENANT may terminate this Agreement by written notice to CITY within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, TENANT shall return the Premises to CITY restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If TENANT does not provide notice of such termination, TENANT shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### ARTICLE 10 - CONDEMNATION

10.1 CITY agrees to give prompt written notice to TENANT of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which CITY has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest and improvements shall be paid to TENANT.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, TENANT may, in its discretion, give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. TENANT's obligation to pay rent

hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay the fixed rent based upon the square footage then available to TENANT.

#### ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its CITY MANAGER, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by TENANT of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of TENANT's assets;
- (b) To the extent permitted by law, the entry of an order for relief against the TENANT, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the TENANT;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;
- (e) The voluntary abandonment by TENANT of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by TENANT of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the TENANT to comply with the Minimum Standards, TENANT's use of the premises in a manner prohibited under this Lease, or the failure of TENANT to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. TENANT, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) Subject to TENANT's obligation to restore or repair the Premises under Article 9 above, the inability of TENANT to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from TENANT;

- (c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;
- (d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or
- (e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by CITY. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by TENANT. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

#### **ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

#### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

#### **14.2 QUIET ENJOYMENT**

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

#### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

#### **14.4 LICENSE FEES AND PERMITS**

**TENANT** shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

#### **14.5 SECURITY AGREEMENT**

**TENANT**, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

**14.6 PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

**14.7 INTERPRETATIONS**

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

**14.8 DISPUTE RESOLUTION**

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

**14.9 NOTICES**

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

Donald P. Saucier  
1 Saucier Lane  
Old Orchard Beach, ME 04064

or such place as either party shall designate in writing.

**14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between CITY and TENANT shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of TENANT in violation of any other provisions contained in this Lease Agreement.

**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The CITY may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

A. Curtis Koehler

Janet Lane  
By:  
Its City Manager

TENANT

A. Curtis Koehler

André J. J. J. J.  
By:





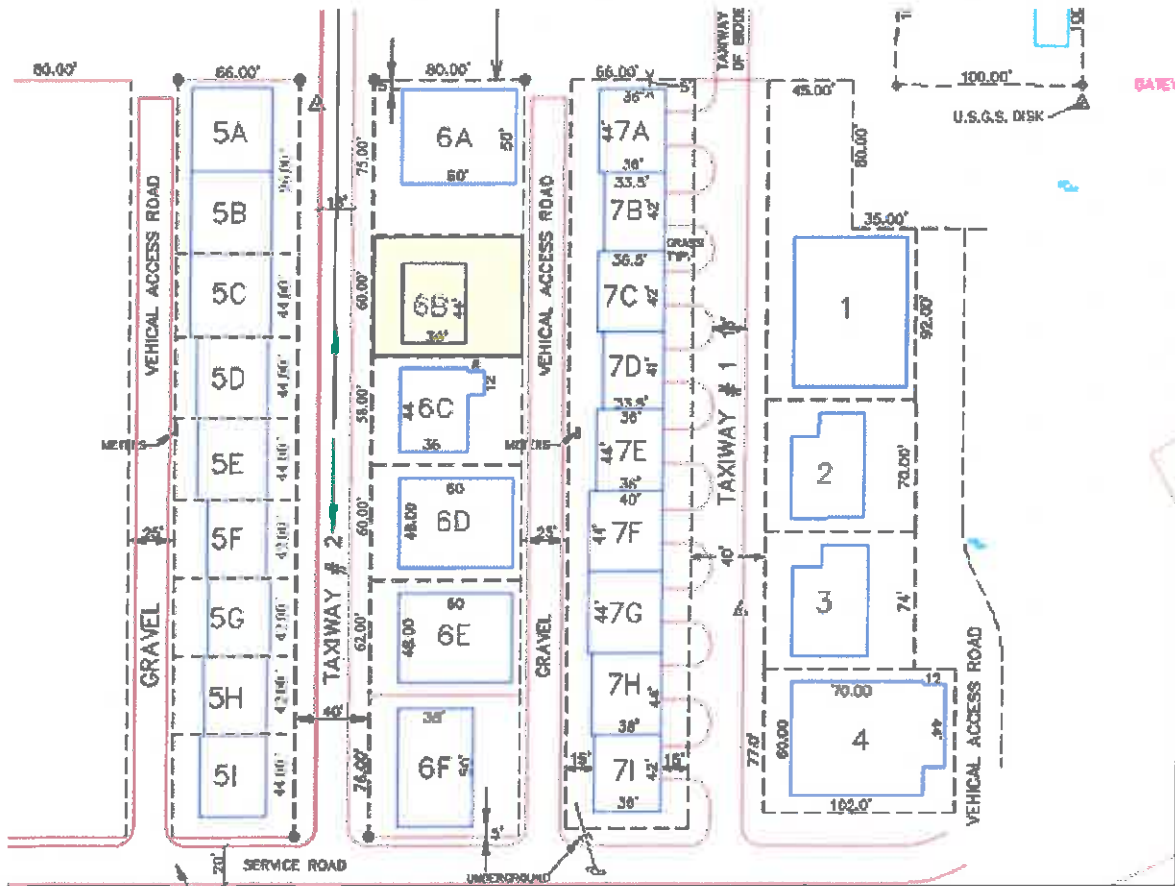
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

### Hanger 6B

75' x 80' = 4,800 sq. ft.







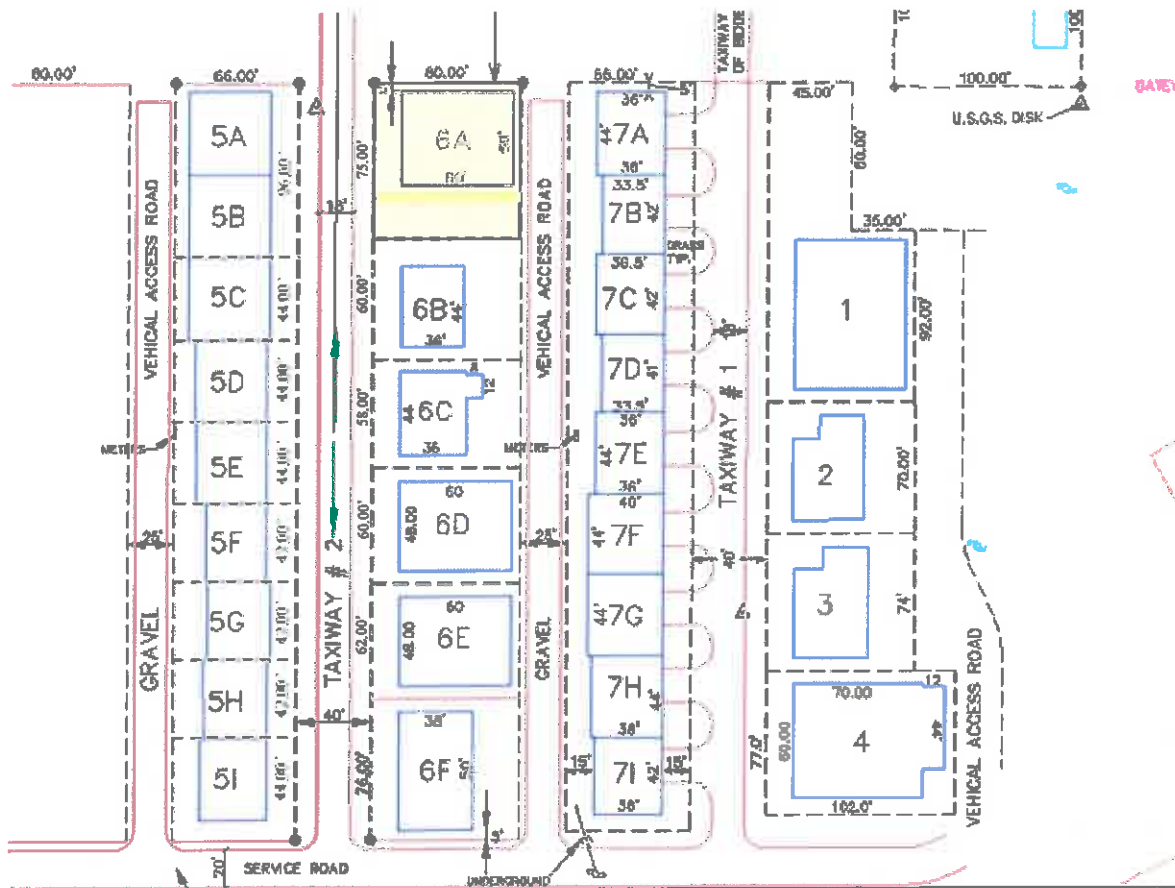
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

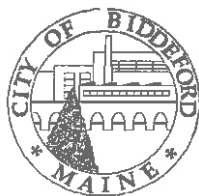
### Hanger 6A

75' x 80' = 6,000 sq. ft.





GE



# CITY OF BIDDEFORD

## Biddeford Municipal Airport

### Ground Lease Agreement

Lease Expires on  
November 8, 2025

Adopted: February 3, 2009

## **GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 9<sup>th</sup> day of November 2015, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and John Apte, with a mailing address of 110Main St. #304, Saco, Maine 04072, (the "**TENANT**").

### **WITNESSETH:**

**WHEREAS, CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS, TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT's** aircraft related equipment and materials and conduct certain permitted uses at the **Airport**;

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

#### **1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately four thousand nine hundred sixty (4,960) square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

#### **1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT's** sole cost and expense and **CITY** shall have no responsibility therefor.

### **ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

#### **2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT's** owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY.

### ARTICLE 3 - TERM

#### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2015, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 TENANT shall pay rent to the CITY during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

### 3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

### 3.3 HOLDING OVER

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### 4.1 FIXED RENT

4.1.1. Fixed annual rent. TENANT agrees to pay CITY, a fixed rent of \$664.64 for the period from the July 1, 2015 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2015.

4.1.2 Rent increases. Beginning on the first day of July 2016, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

### 4.2 RENEWAL RENT

In the event TENANT wishes to renew this Lease as provided in Section 3.2 above, TENANT shall provide the CITY with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, CITY shall provide TENANT with documentation as to those current rents and adjustments.

### 4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the CITY may direct in writing from time to

time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### 4.4 DELINQUENT RENTALS

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

### ARTICLE 5 - OBLIGATIONS OF TENANT

#### 5.1 NET LEASE

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

#### 5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT**. **TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 TENANT shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. CITY reserves the right to require TENANT to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. TENANT shall defend, indemnify and hold the CITY harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from TENANT's storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 TENANT shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that TENANT does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, CITY reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to TENANT. In the event CITY undertakes any such obligation or pays such cost hereunder, TENANT shall repay the CITY all such amounts immediately upon CITY's demand therefor. Nothing herein shall prevent or prohibit the CITY from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### 5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 CITY, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the TENANT, but the CITY reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, CITY shall notify the TENANT that such inspection occurred within a reasonable time thereafter. TENANT shall provide CITY with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## **5.5 UTILITIES**

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT**, **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT's** use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT's** use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

## **5.10 CONFLICTING REGULATIONS**

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## ARTICLE 6 - OBLIGATIONS OF CITY

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If CITY permanently ceases operations of the Airport during the term of this Lease, CITY will pay TENANT the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### **6.2 INGRESS AND EGRESS**

Upon paying the rental hereunder and performing the covenants of this Lease, TENANT shall have the right of ingress to and egress from the Premises for the TENANT, over the roadway provided by CITY serving the Premises. TENANT's access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. CITY's roadway shall be used jointly with other tenants on the Airport, and TENANT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as CITY deems necessary. TENANT shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. TENANT shall be responsible for paying for all hookup and periodic usage charges for such utilities and CITY shall have no responsibility therefor.

## ARTICLE 7 - CITY'S RESERVATIONS

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event CITY requires the use of the Premises for expansion, improvement, or development of the Airport, CITY reserves the right, on six (6) months notice, to relocate or replace TENANT's improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by CITY. Alternatively, CITY reserves the right to terminate this Lease. In that event, CITY will pay TENANT the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## ARTICLE 8 - INDEMNITY AND INSURANCE

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall CITY be liable to TENANT or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

### **8.2 LIEN INDEMNIFICATION**

Throughout the term of this Lease, TENANT shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by TENANT. TENANT may in good faith, however, contest the validity of any alleged lien. TENANT shall defend and indemnify and hold the CITY harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the CITY. So long as TENANT defends CITY in any action concerning any such lien, TENANT shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the CITY. This provision shall survive termination or expiration of this Lease Agreement. CITY may, at its sole discretion, pay any amounts secured by any such lien and in such case, TENANT shall repay all such payments to CITY immediately upon CITY's demand therefor.

### **8.3 INSURANCE**

8.3.1 Without expense to the CITY, and with no lapse in coverage, TENANT shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 TENANT and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and CITY reserves the right to amend the minimums as needed throughout the term of this Lease. TENANT agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the CITY, TENANT shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect TENANT and CITY from any claims or damages arising out of or resulting from such construction or renovations, and shall name the CITY as an additional insured thereon. In addition to the foregoing, TENANT shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that CITY may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

#### **ARTICLE 9 - DESTRUCTION OF PREMISES**

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by TENANT and paid for with TENANT's insurance proceeds; and, if such proceeds are insufficient for such purposes TENANT shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then TENANT may terminate this Agreement by written notice to CITY within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, TENANT shall return the Premises to CITY restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If TENANT does not provide notice of such termination, TENANT shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### **ARTICLE 10 - CONDEMNATION**

10.1 CITY agrees to give prompt written notice to TENANT of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which CITY has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest and improvements shall be paid to TENANT.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, TENANT may, in its discretion, give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. TENANT's obligation to pay rent

hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay the fixed rent based upon the square footage then available to TENANT.

#### ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its CITY MANAGER, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by TENANT of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of TENANT's assets;
- (b) To the extent permitted by law, the entry of an order for relief against the TENANT, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the TENANT;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;
- (e) The voluntary abandonment by TENANT of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by TENANT of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the TENANT to comply with the Minimum Standards, TENANT's use of the premises in a manner prohibited under this Lease, or the failure of TENANT to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. TENANT, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) Subject to TENANT's obligation to restore or repair the Premises under Article 9 above, the inability of TENANT to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from TENANT;

- (c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;
- (d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or
- (e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by CITY. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by TENANT. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

#### **ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

#### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

#### **14.2 QUIET ENJOYMENT**

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

#### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

#### **14.4 LICENSE FEES AND PERMITS**

**TENANT** shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

#### **14.5 SECURITY AGREEMENT**

**TENANT**, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

#### **14.6 PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

#### **14.7 INTERPRETATIONS**

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

#### **14.8 DISPUTE RESOLUTION**

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

#### **14.9 NOTICES**

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

John Apte  
110 Main St. #304  
Saco, ME 04072

or such place as either party shall designate in writing.

#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between CITY and TENANT shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of TENANT in violation of any other provisions contained in this Lease Agreement.

**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The CITY may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

**CITY OF BIDDEFORD, MAINE**

A. Curtis Koehler

James Bennett  
By: James Bennett  
Its City Manager

**TENANT**

A. Curtis Koehler

John Apte  
By: John Apte





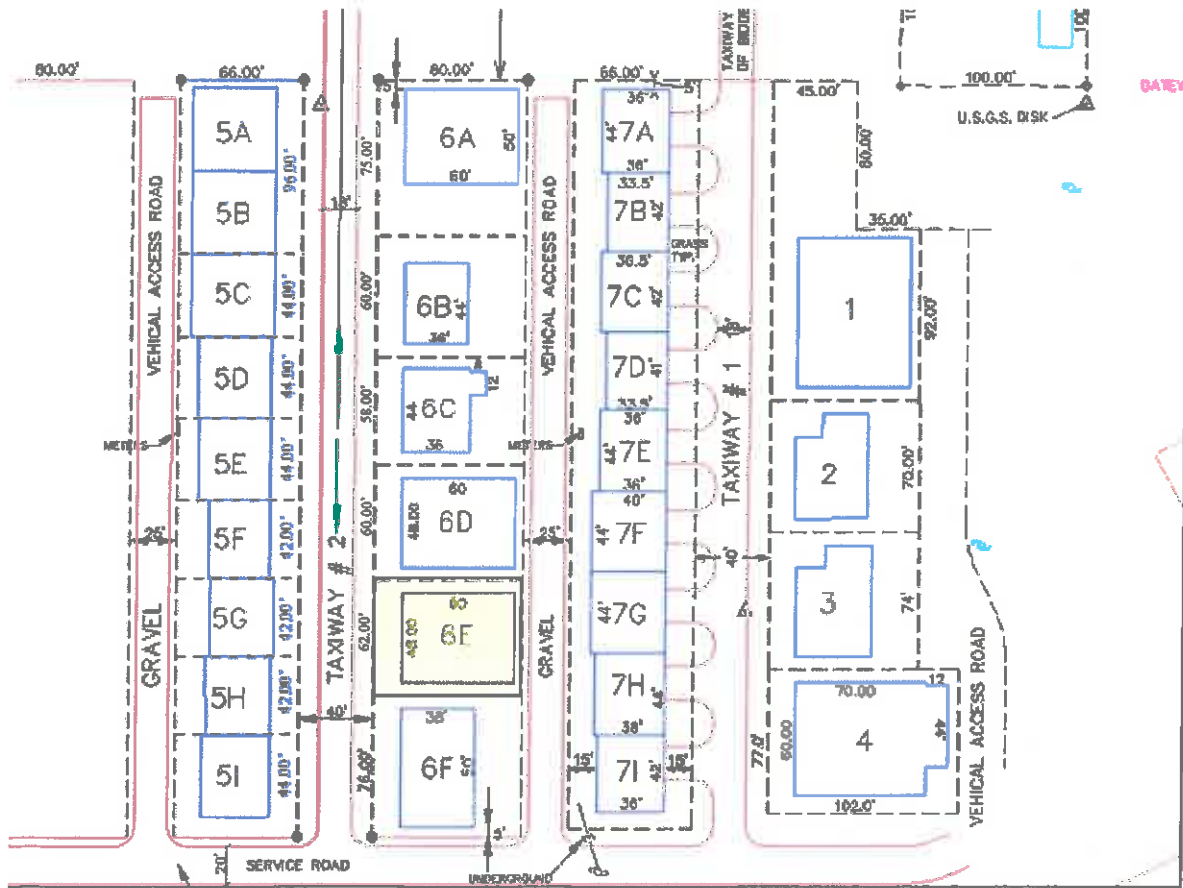
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

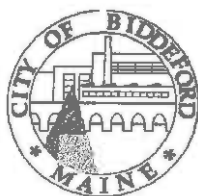
### Hanger 6E

62' x 80' = 4,960 sq. ft.





7I  
3/58-79



# **CITY OF BIDDEFORD**

## **Biddeford Municipal Airport**

### **Ground Lease Agreement**

Lease Expires on  
August 25, 2025

Adopted: February 3, 2009



## **GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 26th day of August 2015, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and John M. O'Donnell, with a mailing address of 368 Highland St. Weston, Massachusetts 02493, (the "**TENANT**").

### **WITNESSETH:**

**WHEREAS**, **CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS**, **TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the **Airport**;

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

#### **1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

#### **1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

### **ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

#### **2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**



2.1.1 Permitted Uses: TENANT shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of TENANT's owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY.

### ARTICLE 3 - TERM

#### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**



3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 TENANT shall pay rent to the CITY during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

### **3.2 RENEWAL TERM**

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

### **3.3 HOLDING OVER**

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## **ARTICLE 4 - RENTALS, FEES AND RECORDS**

### **4.1 FIXED RENT**

4.1.1. Fixed annual rent. TENANT agrees to pay CITY, a fixed rent of \$331.66 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

### **4.2 RENEWAL RENT**

In the event TENANT wishes to renew this Lease as provided in Section 3.2 above, TENANT shall provide the CITY with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, CITY shall provide TENANT with documentation as to those current rents and adjustments.

### **4.3 TIME AND PLACE OF PAYMENTS**



4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the CITY may direct in writing from time to time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### **4.4 DELINQUENT RENTALS**

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

### **ARTICLE 5 - OBLIGATIONS OF TENANT**

#### **5.1 NET LEASE**

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

#### **5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.**

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and



permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, TENANT shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, TENANT shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. TENANT also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of TENANT, but TENANT shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the TENANT. TENANT shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. TENANT shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. CITY agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 CITY shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. TENANT, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the CITY and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at TENANT's sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 TENANT shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by TENANT shall be in quality and class not inferior to the original material and workmanship. TENANT shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by TENANT, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations



enacted by the CITY relating to the Airport.

5.3.5 TENANT shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 TENANT shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. CITY reserves the right to require TENANT to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. TENANT shall defend, indemnify and hold the CITY harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from TENANT's storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 TENANT shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that TENANT does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, CITY reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to TENANT. In the event CITY undertakes any such obligation or pays such cost hereunder, TENANT shall repay the CITY all such amounts immediately upon CITY's demand therefor. Nothing herein shall prevent or prohibit the CITY from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### **5.4 CITY RIGHT TO INSPECT AND REPAIR**

5.4.1 CITY, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the TENANT, but the CITY reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, CITY shall notify the TENANT that such inspection occurred within a reasonable time thereafter. TENANT shall provide CITY with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be



committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## **5.5 UTILITIES**

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the



Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, TENANT shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which TENANT acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 TENANT shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the CITY harmless therefrom, which may in any manner arise out of or are imposed on TENANT, CITY or Airport because of the failure of the TENANT to comply with the requirements of this Section 5.8. Without limiting any other right of CITY hereunder, TENANT's non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 TENANT covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to CITY, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of TENANT under environmental laws, or which seek civil, criminal or punitive penalties from TENANT for an alleged violation of environmental laws. TENANT further agrees to advise the CITY in writing as soon as TENANT becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. TENANT shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the CITY for any inspections required by the plan. TENANT agrees, at its expense, and at the request of CITY when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of CITY, to be conducted by CITY. This provision shall not relieve CITY from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, TENANT shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the



Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of CITY, there exists any uncorrected violation by TENANT of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by TENANT under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from CITY to TENANT, the same shall, at the option of CITY, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 TENANT shall defend, indemnify and hold the CITY harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) TENANT's use of the Premises or operations thereon by or on behalf of TENANT; (b) claims arising out of, related to, or in connection with (i) the release by TENANT of any hazardous material into, onto or from the Premises; or (ii) any arrangement by TENANT for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by TENANT; or (d) claims resulting from any act or omission of TENANT in violation of any Federal, State or Local environmental laws or regulations with respect to TENANT's use of the Leased Premises.

5.9.6 CITY shall give to TENANT prompt and reasonable notice of any such claim or action, and TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 TENANT, as used in this Section 5.9, shall mean and include the named TENANT, or anyone for whose act TENANT may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.



## **5.10 CONFLICTING REGULATIONS**

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## **ARTICLE 6 - OBLIGATIONS OF CITY**

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If CITY permanently ceases operations of the Airport during the term of this Lease, CITY will pay TENANT the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### **6.2 INGRESS AND EGRESS**

Upon paying the rental hereunder and performing the covenants of this Lease, TENANT shall have the right of ingress to and egress from the Premises for the TENANT, over the roadway provided by CITY serving the Premises. TENANT's access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. CITY's roadway shall be used jointly with other tenants on the Airport, and TENANT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as CITY deems necessary. TENANT shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. TENANT shall be responsible for paying for all hookup and periodic usage charges for such utilities and CITY shall have no responsibility therefor.

## **ARTICLE 7 - CITY'S RESERVATIONS**

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event CITY requires the use of the Premises for expansion, improvement, or development of the Airport, CITY reserves the right, on six (6) months notice, to relocate or replace TENANT's improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by CITY. Alternatively, CITY reserves the right to terminate this Lease. In that event, CITY will pay TENANT the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no



further obligations financial or otherwise to TENANT.

## **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## **ARTICLE 8 - INDEMNITY AND INSURANCE**

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall CITY be liable to TENANT or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

### **8.2 LIEN INDEMNIFICATION**



Throughout the term of this Lease, TENANT shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by TENANT. TENANT may in good faith, however, contest the validity of any alleged lien. TENANT shall defend and indemnify and hold the CITY harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the CITY. So long as TENANT defends CITY in any action concerning any such lien, TENANT shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the CITY. This provision shall survive termination or expiration of this Lease Agreement. CITY may, at its sole discretion, pay any amounts secured by any such lien and in such case, TENANT shall repay all such payments to CITY immediately upon CITY's demand therefor.

### **8.3 INSURANCE**

8.3.1 Without expense to the CITY, and with no lapse in coverage, TENANT shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 TENANT and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and CITY reserves the right to amend the minimums as needed throughout the term of this Lease. TENANT agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the CITY, TENANT shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect TENANT and CITY from any claims or damages arising out of or resulting from such construction or renovations, and shall name the CITY as an additional insured thereon. In addition to the foregoing, TENANT shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that CITY may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have



provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

#### **ARTICLE 9 - DESTRUCTION OF PREMISES**

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by TENANT and paid for with TENANT's insurance proceeds; and, if such proceeds are insufficient for such purposes TENANT shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then TENANT may terminate this Agreement by written notice to CITY within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, TENANT shall return the Premises to CITY restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If TENANT does not provide notice of such termination, TENANT shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### **ARTICLE 10 - CONDEMNATION**

10.1 CITY agrees to give prompt written notice to TENANT of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which CITY has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest and improvements shall be paid to TENANT.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the

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conclusion of said ninety (90) day period, TENANT may, in its discretion, give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. TENANT's obligation to pay rent hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay the fixed rent based upon the square footage then available to TENANT.

#### **ARTICLE 11 - TERMINATION OF LEASE**

**11.1 CITY's Right to Terminate.** The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its CITY MANAGER, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by TENANT of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of TENANT's assets;
- (b) To the extent permitted by law, the entry of an order for relief against the TENANT, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the TENANT;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;
- (e) The voluntary abandonment by TENANT of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by TENANT of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the TENANT to comply with the Minimum Standards, TENANT's use of the premises in a manner prohibited under this Lease, or the failure of TENANT to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

**11.2 TENANT's Right to Terminate.** TENANT, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) Subject to TENANT's obligation to restore or repair the Premises under Article 9 above, the inability of TENANT to use said Leased Premises and Airport facilities due to war,



earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from TENANT;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing TENANT from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by CITY, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by TENANT, subject to Article 10 above; or

(e) The material breach by CITY of any of the covenants or agreements herein contained and not cured as provided below.

**11.3 Default by CITY.** In the event of any default by CITY of any of its obligations under this Lease Agreement, TENANT may declare the CITY in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the CITY MANAGER addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by TENANT to CITY, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the CITY commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

**11.4 Default by TENANT.** In the event of any default by TENANT of any of its obligations under this Lease Agreement, CITY may declare the TENANT in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to TENANT addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by CITY to TENANT, and such default shall not have been cured during such thirty (30) day period by the TENANT. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the TENANT commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event TENANT knew or should have known of the default prior to receipt of CITY notice, said thirty (30) day period to cure shall be deemed to begin as of the date TENANT knew or should have known of said default. Notwithstanding the foregoing, if TENANT should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, TENANT shall have ten (10) days from receipt of CITY notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## **ARTICLE 12 - RIGHTS UPON TERMINATION**

**12.1** TENANT agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to CITY. TENANT shall remove all buildings,



fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at TENANT's cost and expense. In lieu of removal, TENANT may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

#### **ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.



## ARTICLE 14 - MISCELLANEOUS PROVISIONS

### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 TENANT, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the CITY reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the TENANT, and reimbursement for such CITY expense shall be paid by TENANT immediately upon CITY's demand therefor.

14.1.2 CITY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, TENANT acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. TENANT hereby waives any and all rights and remedies against CITY arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

### **14.2 QUIET ENJOYMENT**

The CITY agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by TENANT of the covenants, conditions and agreement on its part to be performed and complied with herein, TENANT shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the CITY and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. TENANT agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

### **14.4 LICENSE FEES AND PERMITS**

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

### **14.5 SECURITY AGREEMENT**

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be TENANT's responsibility, at its own cost and expense, to be in compliance with all existing



and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and TENANT shall hold the CITY harmless and shall pay any fines, penalties, cost or expenses incurred by CITY or by TENANT and arising out of any breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

#### 14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

#### 14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

#### 14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

#### 14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

John M. O'Donnell  
368 Highland St.  
Weston, Massachusetts 02493

Or such place as either party shall designate in writing.

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#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,



shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between CITY and TENANT shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of TENANT in violation of any other provisions contained in this Lease Agreement.

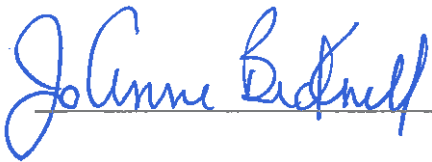
**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The CITY may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

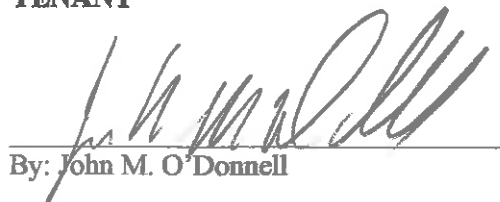
WITNESS

CITY OF BIDDEFORD, MAINE



By:  
Its City Manager

TENANT



By: John M. O'Donnell





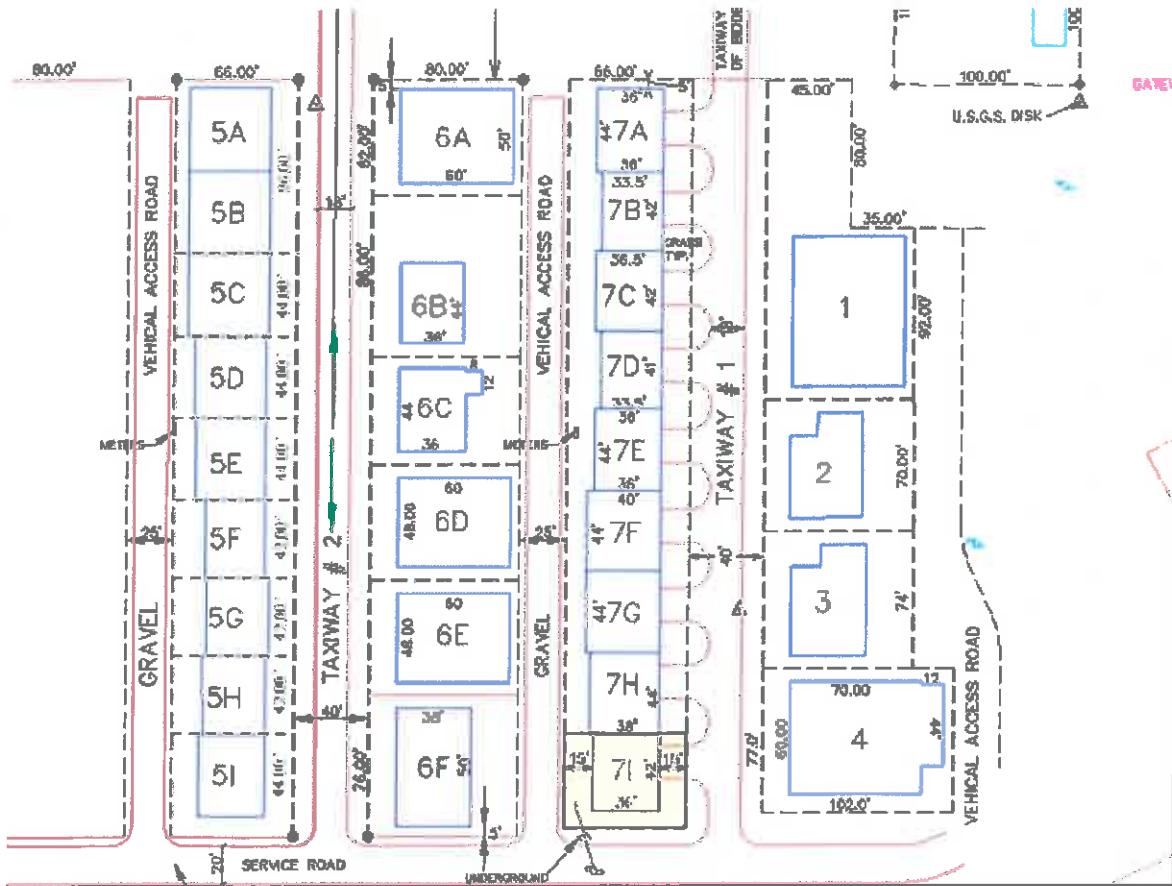
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

### Hanger 7I

42' x 66' = 2,772 sq. ft.







## Capital Projects / Operations Committee

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**Meeting Date:** November 12, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 5.a  
**Item Description:** Skatepark Feasibility Bid  
**Submitted By:** Lisa Thompson,CPRP, Recreation Director

### Key Terms:

### Executive Summary:

To present a proposal and initiate discussion and next steps for a Skatepark Feasibility Study for the City of Biddeford from Pillar Design Studios, LLC,

### Detailed Review:

CIP funding was granted to the Recreation Department to seek bids for a Feasibility Study for location and design for a future skatepark in the City of Biddeford. The RFP was published July 15, 2025 and bids were due on August 14, 2025. The City received one proposal from Pillar Design Studios, LLC. The costs of the study are broken down into segments based on what the City would like to accomplish within the study. The total price for all services provided, less on-site visits for meetings and presentations, totaled \$56,500. On-site visits are \$4,500 for each trip; it is not determined how many on-site visits would be needed outside the final presentation to Council. The CIP funding allocated is \$35,000.00

### Funding Source:

TBD by CIP Committee

### Staff Recommendation:

Staff is neutral on the feasibility study. Given the expense, it is advised that staff review the feasibility proposal and prepare a revised RFP to include a scope of work that is more in line with available funding.

### Next Steps:

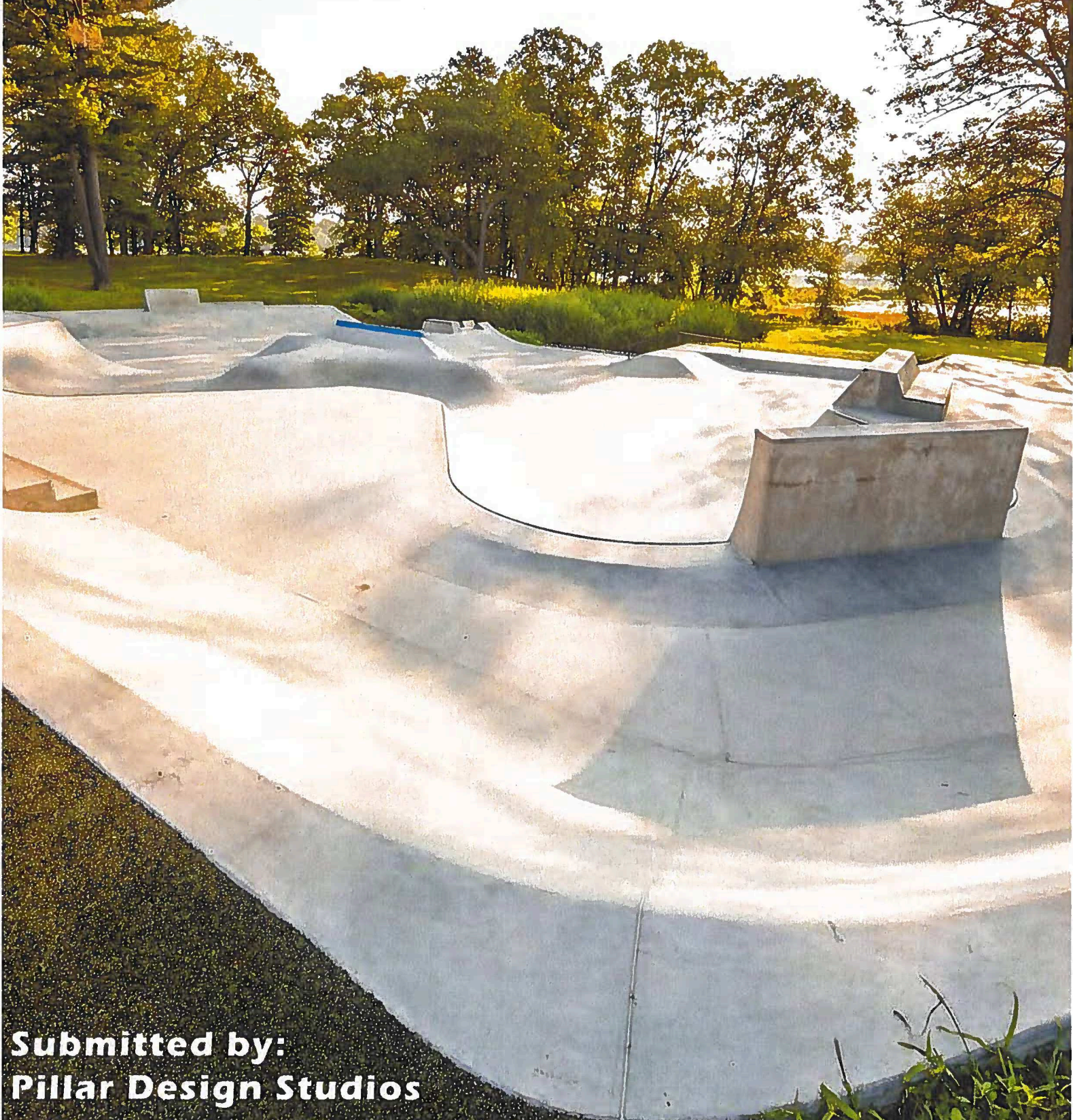
The Capital Projects Operations Committee will review the proposal and provide guidance on

next steps. The current bid is at least \$21,500 over the budgeted amount.

**Attachments:**

1. Pillar Studios Skatepark Feasibility Study - PROPOSAL

# **City of Biddeford Skatepark Feasibility Study**



**Submitted by:  
Pillar Design Studios**

August 11, 2025

Lisa Thompson, CPRP  
Recreation Director  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Dear Ms. Thompson,

I am excited to submit our proposal for the Biddeford Skatepark Feasibility Study. As a nationally recognized firm specializing in skatepark design and planning, we bring over two decades of experience creating high-quality, community-driven skate spaces across the country. Our work is grounded in collaboration, innovation, and a deep understanding of the unique role skateparks play in fostering youth engagement, active lifestyles, and inclusive public spaces.

I'm especially excited about the opportunity to revisit this project, as I personally visited Biddeford in the past to assess the old skatepark site and offer preliminary recommendations. That earlier engagement gives us a unique advantage in understanding the local context, user needs, and challenges surrounding the current initiative. My expertise, paired with our team's proven track record, positions us to guide Biddeford through a thoughtful and impactful feasibility study that leads seamlessly into the design of a new, modern skatepark.

We understand that the City seeks a consultant who can deliver a complete feasibility analysis, identify an ideal site, lead a collaborative design process, and produce final conceptual designs. Pillar Design Studios has successfully delivered these services in communities of all sizes, and we excel in building consensus through outreach that includes skaters, parents, city officials, and other stakeholders. Our feasibility process will evaluate multiple potential sites through data collection and community input. We will provide detailed site comparisons and a clear, professionally backed recommendation that balances usability, cost, accessibility, and community impact.

Our team will lead an inclusive design process informed by Biddeford's vision and public input. We will provide concept plans and cost estimates, that are tailored to the City's budget. We are confident we can meet all expectations, and we are fully committed to completing this work by December 1, 2025.

We are enthusiastic about the opportunity to partner with Biddeford and help bring a much-needed, permanent skatepark to the community. Thank you for considering our proposal—we look forward to the possibility of working together.

Sincerely,



Brad Siedlecki, President  
Pillar Design Studios, LLC

**Pillar Design Studios, LLC (Pillar)** is an Action Sports Development firm that specializes in planning, construction, and process services. Founded in 2006 in Tempe, Arizona - Pillar is owned and operated by action sports enthusiast and avid skateboarder, Brad Siedlecki.

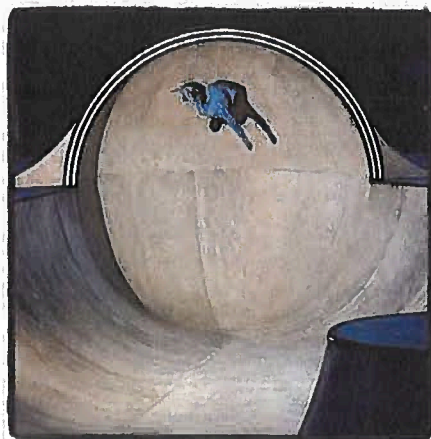
Pillar came as a result of a need for appropriate design methodology pertaining to action-sport facility development. At the time, clients were simply too unfamiliar with the proper design method and construction practices needed to create successful facilities of this nature. Users were literally walking the involved municipalities through the design and building processes without the technical knowledge needed. This created the ultimate goal of Pillar Design Studios, to provide quality, professional design, and construction services from the knowledgeable view of a landscape architect and action sports enthusiast.

Pillar Design Studios takes a different approach and style to design and implementation of Skateparks, one unlike any other “skatepark company” in the current market. The objective is to create facilities that offer distinctive site-specific designs, which are sensitive to both the client’s wants and the user’s needs. The idea is to create an aesthetically pleasing park that all community members can enjoy. Pillar understands that many factors determine a successful park - and just like any planning process, time must be put forth during the initial development process for it to be evident in the final product.

Our mission is to create quality Skateparks regardless of available space or proposed budget. From concept to completion, planning through construction -- our dedicated, professional staff work hard to ensure success for your Skatepark. Our business is to create custom, high-quality Skateparks that truly adhere to the needs of your community, culture, and values. At Pillar Design Studios, we want to share our knowledge and expertise not only as leading designers in this industry but also as enthusiasts for all action sports.

You can find us at [www.pillardesignstudios.com](http://www.pillardesignstudios.com), also feel free to check us out at [www.facebook.com/pillardesignstudios](https://www.facebook.com/pillardesignstudios) or [www.instagram.com/pillardesignstudios](https://www.instagram.com/pillardesignstudios).

Pillar Design Studios, 1960 W. Hawk Ct., Chandler, AZ 85286  
P] 888.880.5112



## OUR PROCESS

At Pillar Design Studios, we understand that a successful skatepark begins long before concrete is poured. It starts with thoughtful community engagement, data-driven feasibility analysis, and a design process grounded in site specificity, accessibility, and authenticity. Our approach for the City of Biddeford reflects our experience leading dozens of similar projects across the country and honors your community's unique history and goals.



### Key Skatepark Design Factors

- ✓ **Designs that consider all ages, styles , and abilities**
- ✓ **Overall fit within the park complex; integration, accessibility, and aesthetics**
- ✓ **Site-Specific Designs – Creating a Skatepark that best uses the site given**
- ✓ **Structural and Safety Standards, GREEN Methods, ADA Compliant**
- ✓ **Quality over Quantity, Designers consider flow, traffic patterns, and various users**
- ✓ **Creating a recreational space for all community members**
- ✓ **Incorporating the local heritage, color, and artistic elements**

Our design team collaborates closely with clients, offering expert insights and recommendations on factors crucial to long-term success: viability, maintenance, skate-ability, location, integration, visibility, and aesthetics. We are fully equipped to meet any deadline set by the city. Our focus is on creating destination facilities and recreational spaces that cater to all community members, accommodating users of all skill levels. The end result is a skatepark that exceeds expectations and enhances community enjoyment.

## COMMITMENT TO COMMUNICATION

We are here to cultivate and progress your local users' ideas into a fully functioning one of a kind Skatepark. This is why each and every Pillar Skatepark is different and we believe the key to our success.

### City Staff Roundtables

We will kick off the project with a roundtable discussion with key team members, dictated by the client. At this time, we will discuss project milestones, schedules, and objectives. Set the tone for the project and begin the necessary steps towards success. Meetings will be held throughout the life of the project to ensure all necessary team members are apprised of project details.

### Community Groups

An open line of communication with community members will ensure a well-rounded design that can be enjoyed by all, users and non-users alike. These meetings will identify important design criteria, regarding aesthetics, artistic elements, and amenities, while circumventing any potential issues and or concerns. This group can include Business Owners, Community Members, Organizations, Artist, Advocates, and Developers.

### Public Workshops and Focus Groups

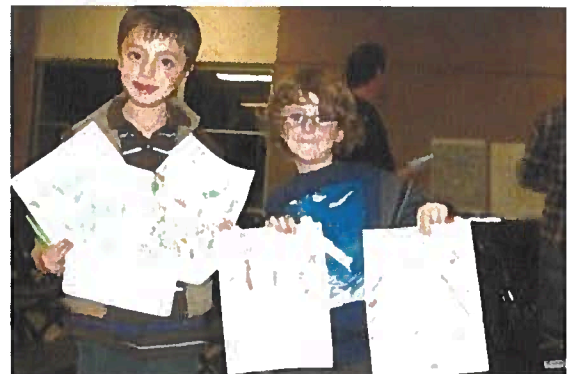
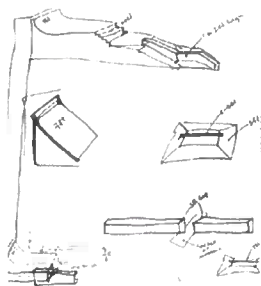
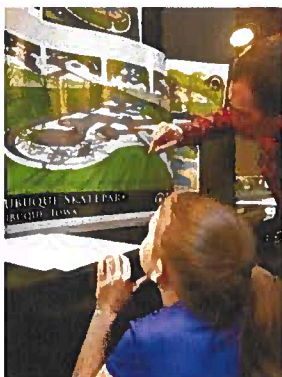
By conducting Public Meetings, we are able to involve the local community in creating their very own Skatepark. We employ an interactive approach, where we provide visual aids to help illustrate the different types of Skateparks. We then break out into groups and have members participate with sketching, discussions and draw on the local user's style, creativity, needs, and wants.

### Virtual Activities

Facebook is a great media tool used by our design team, it allows community members and or users to discuss design content, upload requested elements, complete surveys, and stay up to date on activities and deadlines. If a dedicated FB page has not been created for the Chandler Skatepark project, Pillar is happy to use our FB page as the hub.

Twitter: Our Twitter account will provide updates on the status of the project and keep users informed regarding project status, and upcoming meetings.

Instagram: We will use our Instagram page to not only keep the local users apprised of the project but also to advertise and ensure the proper influencers are engaged. We will create a dedicated hashtag (#) for your project, which will be given out at the first public input meeting.



## COMMUNITY INVOLVEMENT

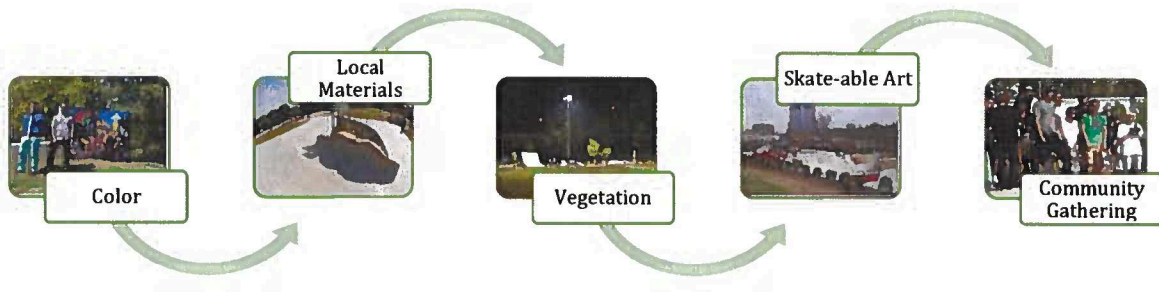
Active participation is the cornerstone of our Community Involvement process. Over the past twelve years, we have refined and created a successful approach to allow users to freely speak their minds while cultivating ideas and depicting the Skatepark design process. We have developed tools to aid in our processes, such as the design criteria sheet and Skatepark questionnaire. Your dedicated Project Manager and Lead Designer will not only provide the social media channels for the design team but also direct numbers and emails for users to use freely during the design stage. Every stage of the design process will be documented on social media, open to suggestions and comments.

As professional Landscape Architects and Engineers, we go beyond Skatepark design and discuss all aspects of the masterplan design, such as amenities (lighting, parking, access walkways), GREEN drainage, custom artistic elements, safety, landscaping, etc. Everything discussed will be provided visually, to help steer a productive discussion and ensure all aspects are clear and understood. Color renderings, 3D graphics, and animations will be provided.



## DIVERSE FUNCTIONAL DESIGNS

Rather than emphasizing specific styles like street or transition, our approach centers on designing inclusive skateparks that cater to users of all abilities. We prioritize creating spaces with a seamless flow and opportunities for progression. Our seasoned design team excels in crafting visually appealing parks that enhance community engagement. We integrate versatile features that serve the diverse needs of our communities, fostering unity and shared experiences. For instance, our design for the Rodanthe Skatepark incorporates a large vertical flat wall that serves dual purposes as an outdoor movie screen. In Phoenix, our open plaza-style skatepark not only provides a dynamic skating environment but also serves as a venue for community events such as Farmers Markets, fostering a vibrant communal atmosphere.



Our design team eagerly anticipates collaborating with local skaters, community members, and artists to craft a distinctive signature piece that reflects the area's unique heritage. Skaters are inherently artistic and creative individuals, and we aim to harness that creativity to create skate-able architecture. Every community has its cherished spots where local skaters congregate. Successful skate-able architecture seamlessly integrates elements of public sculpture and site amenities into skate-able art, providing stimulating works that enrich the community aesthetic. Our custom-designed skate-able architecture elements are tailored to resonate with and celebrate local culture and history.



A pole jump, replicating a civil war canyon



A graffiti wall, for a local artist.

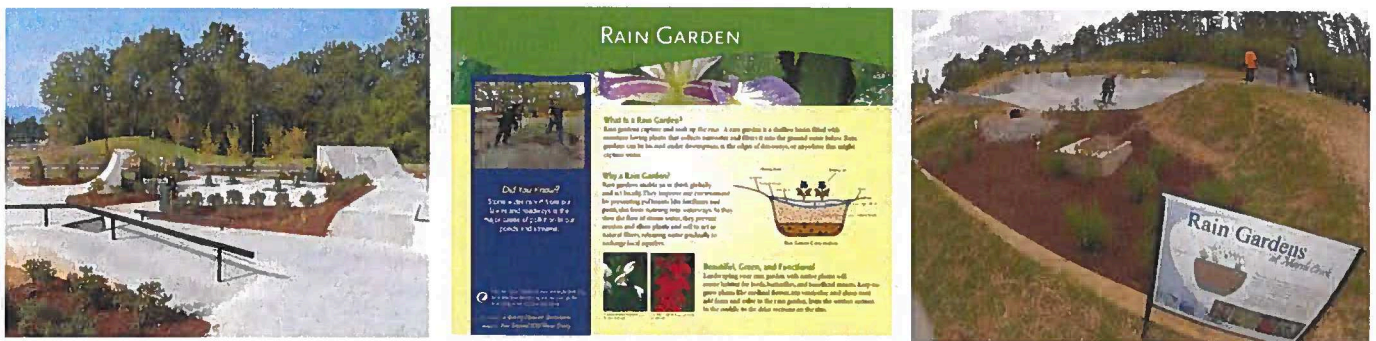


Donor recognition walkway

## SUSTAINABLE DESIGNS

Since our inception, we have been dedicated to green design and construction practices, successfully implementing environmentally friendly designs that reduce our carbon footprint. Our approach integrates natural drainage systems, recycled materials, site-specific designs, and energy-efficient services, ensuring our projects are both sustainable and responsible.

One of our hallmark projects, the Marsh Creek Skatepark in Raleigh, NC, completed in 2009, holds the distinction of being the first green skatepark in the United States. This innovative design utilized recycled materials, rain gardens, and bioswales. Our unwavering commitment to green design and construction practices continues to guide our work, as we strive to create environmentally friendly designs that positively impact our world.



A few examples:

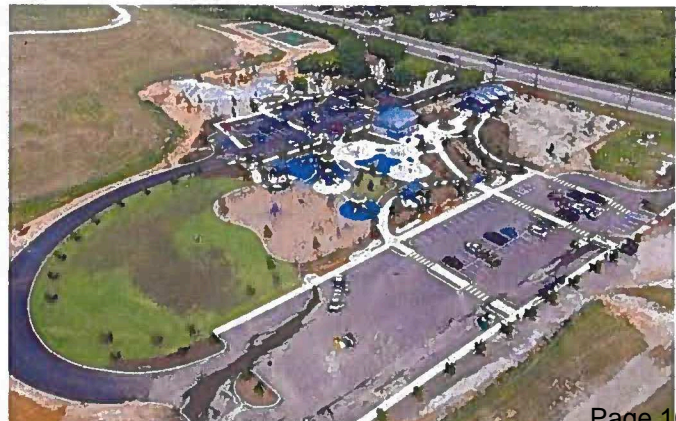
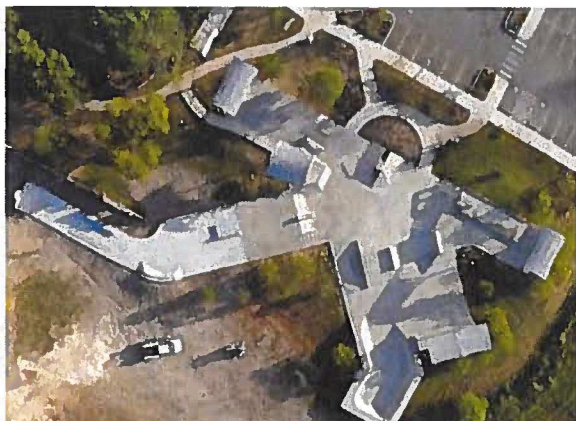
Raingardens: Framingham, MA, Dubuque, IA, Loganville, GA Raleigh, NC, and Waynesville, NC

Recycled Materials: Annapolis, MD, Enfield, NC, Raleigh, NC and Scottsdale, AZ

Developing on Difficult/ Brownfield sites: San Antonio, TX, Atlantic Beach, NC & Bar Harbor, ME

Pearsall Park Skatepark is a remarkable example of transforming an unused plot of land into a vibrant community asset. Originally a landfill, this site now proudly holds the Texas Recreation and Parks Society's Parks Design Excellence Award. It has been revitalized into a highly desirable family and community gathering place.

Spanning 505 acres, Pearsall Park is designed to offer dynamic open spaces with a variety of fitness and recreational amenities. The skatepark, integrated seamlessly with the overall park layout, caters to the flow of other park features and addresses the needs of local skaters while considering nearby skateparks. The result is a 13,000 sq. ft. skatepark, the largest in the City of San Antonio.



## FEASIBILITY SERVICES

Feasibility and site selection are critical first steps in the successful development of any skatepark. The long-term success, usability, and community support of the facility are all closely tied to selecting the right location. Factors such as visibility, accessibility, environmental impact, noise sensitivity, parking, and long-term maintenance must all be carefully evaluated. Our team brings extensive experience conducting skatepark feasibility studies across a wide range of communities and climates, giving us a deep understanding of how to balance technical requirements with community needs.

We approach each potential site with a holistic lens—engaging stakeholders, assessing real-world conditions, and identifying both opportunities and challenges early in the process. This ensures that final recommendations are not only technically sound but also publicly supported and aligned with the City’s long-term vision. With the right site, the design can thrive—and the skatepark can become a lasting, valued part of the community.

We have completed similar feasibility studies in; Dubuque, IA, Longmeadow, MA, Raleigh, NC, South Portland, ME.

### VISION

3

Representative from the Town and Pilar met to establish project objectives and goals for the Longmeadow Skatepark. During this meeting 6 sites were identified for further analysis, and potential users and programmatic elements were identified. The meeting determined elements to analyze for site evaluation and established Town goals. These site elements and Town goals became the basis for the criteria matrix. Our objective is to analyze each site and determine the most suitable site for the Skatepark Project.

#### CITY IDENTIFIED SITES

- ⊕ Bliss Park Tennis Courts
- ⊕ Bliss Park Alternate Site
- ⊕ Greenwood Park
- ⊕ Turner Park
- ⊕ Glenbrook Park
- ⊕ Old DPW Site

#### SITE EVALUATION

- ⊕ Noise Impact
- ⊕ Amenities
- ⊕ Accessibility
- ⊕ Safety
- ⊕ Cost/Ability to Develop
- ⊕ Optimal Skatepark Size and Terrain
- ⊕ Visibility

#### TOWN GOALS

- ⊕ Cost
- ⊕ Safety
- ⊕ Neighborhood Support

### PROXIMITY ANALYSIS— Site Location Within City

10



## Feasibility and Site Selection – Evaluation Criteria

When evaluating potential sites for a skatepark, our team considers a comprehensive set of criteria to ensure long-term success, functionality, and community compatibility. Key areas of evaluation include:

- **Accessibility**
  - Proximity to neighborhoods, schools, transit, and pedestrian/bike networks
  - ADA compliance and ease of access for all users
- **Visibility and Safety**
  - Sightlines from surrounding streets or public spaces
  - Opportunities for passive supervision and safe circulation
  - Minimizing blind spots and secluded areas
- **Noise and Neighbor Impact**
  - Distance from residential zones or sensitive land uses
  - Natural buffers or landscape features to mitigate sound
- **Site Constraints and Opportunities**
  - Topography, size, shape, and terrain suitability for skatepark design
  - Drainage conditions, vegetation, and existing infrastructure
  - Utility locations and easements
- **Parking and Access**
  - Availability of adjacent parking or potential for shared use
  - Safe drop-off zones and connection to existing trail systems
- **Long-Term Maintenance and Sustainability**
  - Durability of materials and site exposure
  - Ease of maintenance access and service routing
  - Opportunities for environmentally sensitive design
- **Community Context and Alignment**
  - Fit within the larger park system or urban fabric
  - Potential to activate underused spaces or catalyze nearby improvements
  - Compatibility with City goals and community vision

## **PROJECT UNDERSTANDING**

The City of Biddeford is not only seeking a modern, inclusive skatepark but also a clear, data-driven path to achieve it. With the former Rotary Park facility dismantled due to safety concerns, the City now requires a comprehensive feasibility study to evaluate potential new locations and determine the most suitable site for a next-generation facility that serves skateboarders, BMX riders, and scooter users alike. In addition to functionality, the City has expressed interest in a concept that reflects Biddeford's unique identity and values—offering a space that is both sustainable and community-centered. This process will involve thorough site analysis, meaningful community engagement, and close coordination with multiple City departments, ultimately culminating in public presentations to City Council by November 2025.

Our team is already familiar with Biddeford and the history of the former Rotary Park skatepark. Brad Siedlecki, our Lead Designer and Owner, conducted an on-site evaluation of the former facility and recommended the removal of the aging equipment due to safety concerns. He also identified potential site challenges—such as environmental or structural conditions—that could increase future remediation costs and impact overall project feasibility. This prior experience positions us well to lead the City through a thoughtful and efficient site selection and design process.

### **Phase I: Feasibility Study – Site Evaluation & Community Engagement**

Our first priority is to identify the best possible site for Biddeford's new skatepark—one that is functional, accessible, community-supported, and sustainable.

#### **Key Tasks:**

- **Project Kickoff & Scope Alignment:** Conduct a roundtable with the Recreation Department, Public Works, and any key stakeholders to define scope, timelines, and expectations.
- **Site Visits & Analysis:** Visit and evaluate up to 5 potential locations. Each site will be assessed using our multi-criteria matrix that includes accessibility, visibility, safety, parking, infrastructure, neighborhood compatibility, and long-term maintenance implications.
- **Community Listening Session:** Facilitate a community input session to collect thoughts, concerns, and ideas about potential locations. We use visuals and interactive exercises to make the session productive and inclusive.
- **Site Documentation & Recommendations:** Deliver a comprehensive comparative analysis of each site, supported with annotated maps, photos, and metrics. We will recommend a preferred site and back it with objective findings.
- **Present our findings and recommendation,** clearly explaining our rationale, methodology, and how public input was integrated.

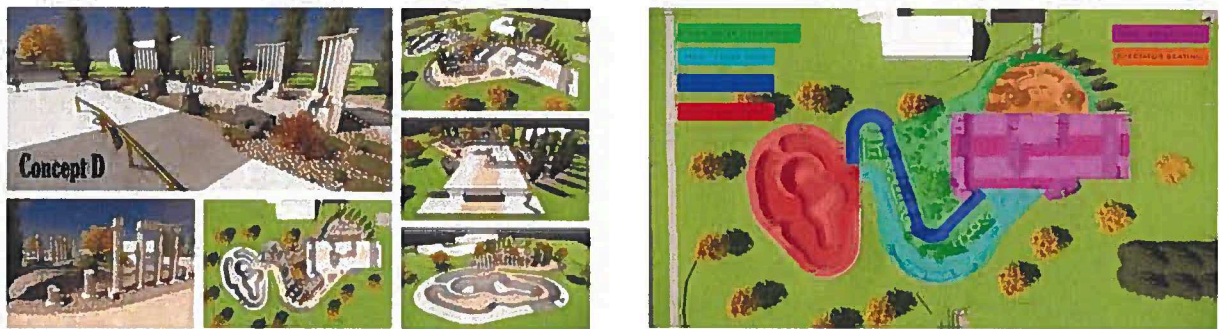
## Phase II: Schematic Design

### Design Principles:

- **Inclusive Design:** Every feature will accommodate a range of skill levels, user types (skateboard, BMX, scooter), and age groups.
- **Local Character:** We'll incorporate references to Biddeford's history and culture through materials, forms, or potential skate-able art installations.
- **Flexible & Functional:** Designs consider not only skate-ability, but also traffic flow, safety, shade, seating, event adaptability, and integration into the broader park context.
- **Sustainability:** Our design will incorporate GREEN elements such as natural drainage, native landscaping, and potentially reused or recycled materials.

### Engagement & Design Refinement:

- **Public Workshops & Online Feedback:** We will host up to two in-person design workshops and maintain an online feedback portal using our social media channels. These forums allow residents to sketch, comment, and suggest features directly.
- **Preliminary Design Package:** Includes conceptual plans, 3D renderings, budget estimate, and environmental considerations.
- **Final Design Presentation:** Present to City Council and the public for approval, integrating feedback from stakeholders and residents.



## EXPERIENCE

### South Portland Skatepark – Project Summary

#### Our Role & Project Overview

We were honored to partner with the City of South Portland and its dedicated Skatepark Committee to bring this long-anticipated project to life. From early feasibility and site selection through final design, our team worked closely with local stakeholders, users, and city staff to create a public skatepark that is both functional and welcoming — a reflection of South Portland’s community spirit.

#### Planning & Process

Our involvement began with a thorough site feasibility analysis, helping the Committee evaluate multiple potential locations based on visibility, accessibility, topography, and neighborhood impact. Ultimately, the site adjacent to the South Portland Community Center was selected — a central, highly visible location that met all the criteria for safety, access, and long-term viability.

From the start, we prioritized community engagement. We led design workshops and attended public forums to understand the needs of local skaters, families, and residents. These sessions shaped the vision: a multi-user facility that serves not just skateboards, but also scooters, BMX bikes, and inline users, with spaces for observers and families to safely enjoy the environment.



### Design Highlights

The South Portland Skatepark spans approximately 10,000 sq ft, designed to flow naturally across the site while offering progression opportunities for all skill levels. Rather than a single open plaza, we introduced “nooks”—small, segmented zones that allow skaters to navigate independently, enhancing safety and flow. Features include:

- A flowing bowl section
- Quarter pipes, rails, manual pads, and flat ledges
- Spacious street-style elements
- Clear lines of sight for safety and supervision
- A layout that encourages both solo use and community events

### Community Impact

We are proud to have helped deliver what many have described as one of the best skateparks in Maine. The park officially opened on June 21, 2023, in celebration of Go Skateboarding Day. Hundreds of local residents turned out for the event, which featured a ribbon cutting, live demos, and music — a testament to the park’s role as a true community hub.

From the beginning, South Portland’s skaters, advocates, and city staff were instrumental in shaping this project. Their input, energy, and persistence over several years inspired our team to deliver a design worthy of their passion.



### In Our Words

“We approach every skatepark as a community space first. Our mission is to create parks that aren’t just fun to skate — they’re welcoming, safe, and deeply rooted in local culture. South Portland exemplifies what can happen when a community rallies behind a shared vision.”



PROJECT SIZE: 10,000 sq. ft.  
PROJECT BUDGET: \$512,000  
PROJECT COMPLETED: 2023

This was a design bid build project; Pillar assisted the City with bidding process as well as conduct construction administration services. The City received numerous bids, all under the estimated construction budget.

Client: City of South Portland  
Project Contact: Anthony Johnson, CPRP Deputy Director  
P] 207.767.7650 x 7512, [ajohnson@southportland.org](mailto:ajohnson@southportland.org)

## Gurdon Bill Park Skate and Bike Park – Project Summary

### Our Role & Project Overview

We collaborated with the City of Springfield to design a modern, inclusive skate and bike park within Gurdon Bill Park. We were tasked with designing all wheeled sport elements, ensuring maximum accessibility and user diversity.

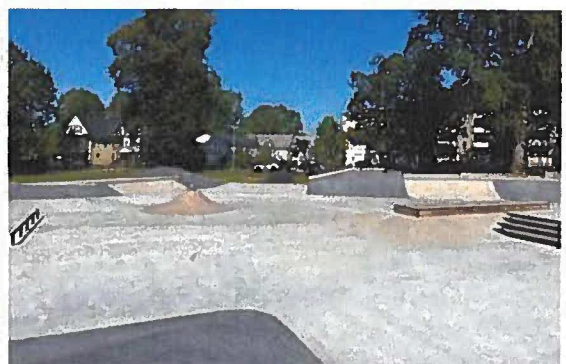
### Planning & Process

As part of a larger \$2M redevelopment plan for Gurdon Bill Park, we worked closely with city planners, engineering teams, and local community advocates. The design process incorporated inclusive community input and aligned with the City's commitment to sustainable, accessible recreation spaces. We drew on our experience in feasibility studies, adaptive-use planning, and site-specific layout design.

### Design Highlights

Key design features include:

- A 12,000 sq. ft. multi-use wheeled sports area for skateboarders, BMX, scooters, inline skaters, and adaptive riders
- Flow and street zones designed to support skill progression
- Integration into broader park improvements: splash pad, swings, arboretum
- Emphasis on safety, flow, and site-specific terrain response



### Community Impact

The Gurdon Bill Park Skate and Bike Park has become a major community hub for Springfield's Lower Liberty Heights neighborhood. It reflects a successful collaboration between city leaders and local residents to promote wellness, youth engagement, and active recreation.

### In Our Words

"This project represents what Pillar Design Studios is all about—blending creative skateable environments with community vision and purpose. Springfield's new skate and bike park is a safe, dynamic public space built to evolve with its users."

PROJECT SIZE: 12,000 sq. ft.  
PROJECT BUDGET: \$900,000  
PROJECT COMPLETED: 2025

This was a design-bid-build project; Pillar Design Studios led all design, layout, and stakeholder engagement phases. Sealed final drawings and assisted with bidding as well as construction administration.

Client: City of Springfield

Project Contact: Laura Walsh, Senior Parks Project Manager

P] 413.886.5186, [lwalsh@springfieldcityhall.com](mailto:lwalsh@springfieldcityhall.com)

## Crompton Park Skatepark – Project Summary

### Our Role & Project Overview

We partnered with the City of Worcester and Weston & Sampson to design a contemporary, community-oriented skatepark at Crompton Park. Our team focused on user accessibility, durability, and functional diversity.

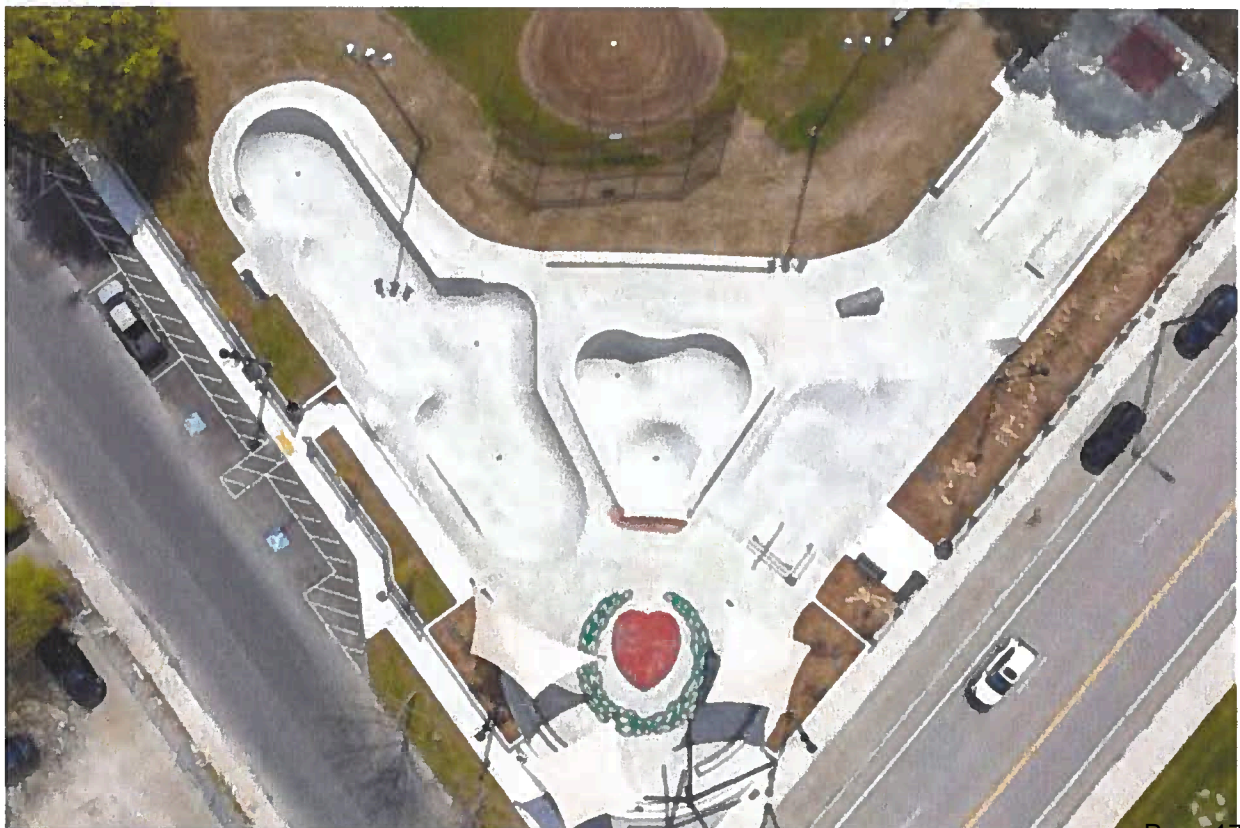
### Planning & Process

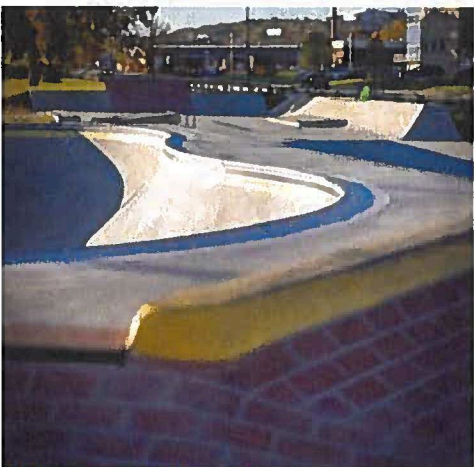
As part of the Crompton Park master plan, we worked closely with city planners and recreation staff to align our design with long-term community goals. We evaluated safety, adjacency to other amenities, and park usage patterns to deliver a skatepark that complements the surrounding green space.

### Design Highlights

Key design features include:

- Compact yet high-function flow and street zones
- Integrated ledges, rails, and manual pads
- ADA Compliant
- Artistic elements include: City seal painted by a local artist, incorporation of old bricks from the old DIY non-sanctioned Skatepark the City removed. The DIY spot was important to the local skaters and we wanted to show homage to their creativity and dedication to the skate scene in Worcester.





### Community Impact

The Crompton Skatepark quickly became a community staple, offering accessible recreation in a central neighborhood park. Local skaters and youth organizations have praised the design for its thoughtful layout and safe environment.

### In Our Words

“Crompton Park allowed us to create a focused, community-driven skate space within a broader park environment. Our goal was to ensure it became a neighborhood asset that welcomes all.”

You can see a fly-through video of the design here, or by typing <https://youtu.be/y6JT4X346yE> into your favorite browser.

PROJECT SIZE: 15,000 sq. ft.  
PROJECT BUDGET: 2M  
PROJECT COMPLETED: 2022

This was a design bid build project, Pillar handled design–bidding. Please note the budget includes landscaping, shade structures, stormwater management, rain gardens and sidewalks. To see the park in action click [here](#).

Client: Weston & Sampson  
Project Contact: Michael Easler, RLA  
P] 857-415-3888, easlerm@wseinc.com

## Portsmouth Skatepark – Project Summary

### Our Role & Project Overview

WE were selected to lead the master plan and skatepark design for a new multi-recreation facility in Portsmouth, NH. Our team focused on the development of a high-functioning, 20,000 sq. ft. concrete skatepark that anchors Phase I of a broader plan including a pump track, nature playground, soccer field, and parking lot. The skatepark serves as a central feature of this evolving public space.

### Planning & Process

The design process required intensive planning and collaboration with city officials, engineers, and the community. The site—formerly a 'stump dump'—required extensive soil stabilization and ground repair to support the skatepark's concrete and steel structure. Our work included master planning, and a phased development approach aligned with city budgets and community priorities.

### Design Highlights

Key design features include:

- 20,000 sq. ft. of diverse terrain for all rider types and skill levels
- A standalone kidney-shaped bowl
- A continuous-flow “ledge alley” with wall features and ledges
- Integrated lighting, landscaping, and infrastructure to support future phases



### Community Impact

The Portsmouth Skatepark has become a regional draw for action sports participants. Its thoughtful integration into a broader recreational plan ensures long-term community use and youth engagement.

### In Our Words

“This site challenged us technically, but the result is a high-quality, dynamic skatepark that sets the foundation for a multi-recreation campus. Portsmouth’s leadership showed commitment to active public spaces, and we were proud to help bring that vision to life.”

PROJECT SIZE: 20,000 sq. ft.  
PROJECT BUDGET: \$2,500,000  
\$1,400,000 Skatepark Only  
PROJECT COMPLETED: 2024



This was a design-bid-build project; Pillar Design Studios led skatepark design and planning phases. The project budget of 2.5M included the parking lot, lights, landscaping and soil remediation.

Client: City of Portsmouth  
Project Contact: Todd Henley, Recreation Director  
P] 603.953.3145, [tahenley@cityofportsmouth.com](mailto:tahenley@cityofportsmouth.com)

## **QUALIFICATION OF PERSONELL**

### **BRAD SIEDLECKI** - Project Manager & Lead Designer

Skater-owned and operated design leader with 20+ years in the Action Sports industry and involvement in 300+ Skate, BMX, and Bike park developments. President of Pillar Design Studios since founding (2006), Brad combines professional Landscape Architecture training with lived skate experience to deliver community-driven, modern skateparks that integrate seamlessly with park systems, include donor recognition features, and reflect local culture.

#### **CORE COMPETENCIES**

- Skatepark feasibility, master planning, design & public engagement (concept through construction).
- Integration of skateparks within multi-use park & waterfront settings.
- Donor recognition & sponsor branding strategies within skate elements.
- GREEN & sustainable design practices (rain gardens, recycled materials).
- Cost estimating, phasing strategies & bid support.
- Construction administration & quality review.

#### **EDUCATION & CREDENTIALS**

- B.S., Landscape Architecture – Arizona State University.
- A.S., Architectural Engineering – Alfred State College.
- 20+ years skateboarding; frequent speaker for Parks & Recreation and LA programs.

### **BARRETT CROOK, PE, LEED AP** - Professional Engineer

Professional Engineer & LEED AP with 20+ years of structural and civil engineering experience, including specialty structures and water/wastewater infrastructure. Joined Pillar in 2013; provides in-house structural review, grading & drainage, GREEN infrastructure strategies, and seals final drawings for skatepark projects.

#### **CORE COMPETENCIES**

- Structural review from deck-in for cast-in-place concrete skate terrain.
- Grading, drainage, & erosion control engineering.
- GREEN infrastructure integration (bioswales, rain gardens).
- Value engineering & constructability review.
- Multi-state professional engineering licensure; LEED Accredited Professional.

#### **EDUCATION & CREDENTIALS**

- B.S., Civil Engineering – Santa Clara University.
- Registered PE: AZ, FL, GA, ID, IA, MA, ME, MS, NE, NC, ND, NV, OR, SC, VA, WA.
- LEED Accredited Professional – USGBC. Member: ASCE, ACI, USGBC.

## **SCOTT MATTHEWS** - Production Manager

Production Manager with 13+ years of drafting, 3D visualization, construction documentation, and cost estimating experience for 100+ public and private skatepark projects. At Pillar since 2006; converts design vision into clear bid-ready plans, specs, and quantities; supports phasing and budget alignment.

### **CORE COMPETENCIES**

- Construction documentation (plans, details, specs).
- 3D graphics & visualization for public outreach.
- Quantity takeoffs & cost estimating.
- Horizontal control, grading translation & digital terrain modeling.
- Bid package assembly & addenda support.

### **EDUCATION & CREDENTIALS**

- Technical A.A.S., Mechanical Drafting – High Tech Institute.
- A.A.S., Structural & Drainage Systems – High Tech Institute.
- Certified: AutoCAD, AutoLisp, Visual Basic, SketchUp.

## **NICOLE LICARI ROBERTSON** - Fundraising Specialist & Administration –

Fundraising Specialist & Administration lead with 20+ years in the skate industry (since 2004) and an original member of the Pillar team. Guides communities through funding strategy, grant submissions, donor recognition planning, and administrative compliance (insurance, contracting, billing). Developed toolkits that help local skaters navigate the skatepark development process.

### **CORE COMPETENCIES**

- Fundraising strategy & grant writing for skatepark initiatives.
- Donor recognition wall, tiered sponsorship & branding coordination.
- Government contracting & insurance compliance.
- Community advocacy materials & public education resources.
- Project administration: billing, travel, documentation, social media updates.

### **EDUCATION & CREDENTIALS**

- B.S., Technical Management – DeVry University.
- A.S., Business Administration – Rock Valley College.
- Affiliations: International Association for Sports & Leisure Facilities; Parks Make Life Better; Friends of the International Play Association.

## **WORK PLAN**

### **PHASE I – Feasibility Study**

The feasibility study phase is designed to lay a strong foundation for the project through a comprehensive and collaborative process. Our team will begin by establishing clear goals, timelines, and communication protocols with City staff to ensure alignment from day one. We will conduct a focused site evaluation trip, assessing up to five potential locations for their suitability—analyzing factors such as accessibility, visibility, safety, environmental impact, and long-term sustainability. Community involvement is a key part of our process, and we will lead an inclusive public meeting to gather input and address concerns, supported by online tools to maximize engagement. The results of our technical evaluations and community feedback will be integrated into a professional, visually compelling feasibility report. This document will include our expert recommendations for the most viable site(s) and skatepark typology, and will be presented to City Council to support confident, informed decision-making.

#### **1. Project Kick-Off & Coordination**

- Establish project schedule, scope, and key points of contact.
- Review all existing studies, concepts, data, and applicable planning documents provided by the City.
- Host a virtual kick-off meeting with City staff to align on goals, process, and communication protocols.

#### **2. Site Visits & Evaluation**

- Conduct one (1) site visit to evaluate a maximum of five (5) potential locations for the skatepark.
- Document sites with photographs, sketches, and field notes.
- Evaluate each site based on:
  - Accessibility and visibility
  - Noise and safety considerations
  - Site constraints and impact
  - Parking, maintenance, and long-term sustainability
  - Optimal park size, layout opportunities, and terrain suitability

#### **3. Community Engagement – Site Selection Input**

- Facilitate one (1) community meeting to gather feedback and concerns regarding site selection and skatepark development.
- Supplement with online engagement tools (social media, survey links, etc.) to broaden participation.

#### **4. Final Feasibility Report**

- Compile site analysis findings with visual documentation.
- Make final site recommendations with justification.
- Present top site(s) and feasibility conclusions to City Council in a concise presentation.

Please note that Pillar will conduct one on-site visit throughout Phase I, this visit will include the potential site locations as well as Community Engagement. All other meetings and presentations will be held virtually.

## PHASE II – Schematic Design

Once the final site in Biddeford has been selected, our focus will shift to developing a design that reflects the city’s unique identity, responds to the needs of local skaters, and supports the broader goals of the community. Before initiating design work, we will recommend that a **topographical survey and a geotechnical report** be conducted. These critical site investigations will provide essential information about grading, drainage, and subsurface conditions—ensuring that our design is grounded in real-world data, allows for accurate construction cost estimating, and helps minimize potential issues or change orders during construction. Simultaneously, we will begin evaluating site-specific regulatory considerations, such as **stormwater management** and other permitting or environmental requirements. If these services are determined necessary, we will coordinate with a qualified local sub-consultant to complete the work. While not included in our base design fee, we are happy to assist the City in identifying and securing the appropriate professionals, with any associated costs to be the responsibility of the City.

Following completion of site assessments and preliminary coordination, we will begin the schematic design phase, using this feedback provided in the feasibility phase, we will develop up to three schematic design concepts, presented in 3D formats, that reflect community needs and local character. Two in-person meetings—one with City staff and one with the public will be completed. These meetings are designed to further gather input on layout preferences, terrain styles, and overall design vision. The concepts will be refined through continued collaboration, including digital outreach and social media engagement, ensuring inclusive participation. The result will be a final schematic design, complete with a 3D fly-through animation and a preliminary construction cost estimate, ready to transition smoothly into final design.

### 1. Conceptual Design

- Based on the information obtained from the Feasibility Phase, Pillar will develop three (3) initial design concepts, showing scale, terrain type, and amenities.
- Utilize social media platforms and project hashtag to gather feedback and engage the public in real time.

### 2. Community Input and City Council Presentation

- Pillar will meet with the local users as well as any community members to discuss the three conceptual design. Participants will also have opportunity to ask any questions and provide any input on the proposed Skatepark design.
- The designs will be presented to City Council for feedback and direction.

### 3. Final Design Development

- Incorporate community and City feedback into a final conceptual skatepark plan.
- Provide 3D views and a fly-through video of the final concept.
- Deliver preliminary estimate of probable construction costs using national averages and/or local info provided by City.

### 4. Final Presentation & Deliverables

- Conduct a final presentation of the conceptual design to City Council and stakeholders.

- Submit all deliverables including:
  - Final conceptual plan and supporting graphics
  - Construction cost estimate
  - Community engagement summary
  - Presentation materials
  - Digital files (CAD, PDF, and 3D renderings)

**Assumptions & Notes**

- City will provide any available survey data, geotechnical info, and relevant CAD base files.
- Pillar will assist in scoping any additional data needs (e.g., geo-report) but will not procure these services directly.
- Additional meetings or design revisions beyond those listed will be billed at standard hourly rates, pending prior City approval.
- Completed schematic design will represent approximately 30% of the design development (DD) level. Our current scope does not include full design development or construction documentation. These additional phases will be necessary prior putting the project out to bid.

**TIMETABLE**

A preliminary project timeline has been included below for reference. While this is not a finalized schedule, it reflects the typical progression of a project of this scale and scope. Final dates may adjust slightly based on public meeting schedules, review periods, and community engagement milestones. That said, Pillar is confident in our ability to meet all deadlines established by the City of Biddeford.

<u>PHASE</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>
Feasibility Study			
Schematic Design			

## **COST PROPOSAL**

The fees outlined below are based on the scope of work as described in this proposal. Should the scope of work change during the course of the project, we reserve the right to adjust our fees accordingly. We remain flexible and open to discussing any modifications to ensure alignment with the City's evolving needs and project objectives.

Reimbursable expenses are included in the fee. The fees listed include preparation of plans one time only. We have included two on-sites visits within our scope, one during feasibility and one during schematic.

### **SKATEPARK FEASIBILITY STUDY**

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Phase I - Feasibility Study	\$15,500.00
Phase 2 - Schematic Design	\$18,000.00

As previously noted within our response, we recommend conducting both a topographical survey and a geotechnical report prior to commencing any design work. This approach allows us to deliver a site-specific design that mitigates potential issues during the bidding process and minimizes the likelihood of change orders during construction. We will review all relevant studies and reports completed to date for the selected site. If we can utilize this existing information in place of one of these services, we will provide that feedback before Phase II – Schematic Design Phase begins.

### **POSSIBLE ADDITIONAL EXPENSES**

On-Site Visits, per trip fee	\$4,500.00
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### **SUB-CONSULTANTS**

Topographical Survey *Company TBD*	\$9,000.00
Geo-Technical Report *Company TBD*	\$14,000.00

At this stage, our team has not include an environmental or civil engineer; however, based on the selected site, these services may be required and can be incorporated prior to progressing into the design phase.

\*Please note that the sub-consultant fees are estimated based on previous experience and scope of work. If we are selected to move forward, we will request three quotes from local firms for each service. If the City has a preferred vendor list or a company, they would like us to contact, we are happy to do so.\*

**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

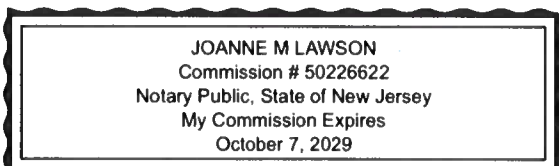
1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the Skatepark Feasibility Study Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Pillar Design Studios LLC  
Authorized Signature: *Bradley Siedlecki*  
Date: 08/06/2025

Subscribed and sworn to me this 06 day of 08, 2025

Notary Public: *JL*

My commission expires: 10/07/2029



Performed by means of audio-video communication with NotaryLive.com



Notarized by: Joanne M Lawson  
Time: 2025-08-06 15:17:11 UTC  
URL: <https://notarylive.com/tu/cdp/989F8T>  
Access ID: 989F8T  
Pin: KAC4HW

**BID – CONTRACT PROJECT IDENTIFICATION:  
Feasibility Study for  
Location and Design for Biddeford Skatepark**

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the RFP's, including without limitations those dealing with the disposition of performance and payment bonds. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents no later than fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

(a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date	Number
------	--------

(receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

(b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by **December 1, 2025**  
Respectfully submitted,

By: (Name and Title) Brad Siedlecki, President  
For:(Seal if by a corporation) Pillar Design Studios, LLC  
Address: 1960 W. Hawk Ct., Chandler, AZ 85286

**BID FORM and PROJECT SUMMARY- City of Biddeford**

We herewith submit our bid in accordance with the requirements and specifications herein acknowledged as follows:

- i. We carry general liability (including products liability) insurance, which is in force and shall remain in force during the term of this contract.
- ii. We carry workers' compensation insurance, which is in force and shall remain in force during the term of this contract.
- iii. We agree to comply with the general specifications listed in the RFP.
- iv. We acknowledge having the opportunity to inspect each installation and confirm that site conditions are reflected in the bid submittal.

**Company Name:** Pillar Design Studios, LLC

**Company Address:** 1960 W. Hawk Ct., Chandler, AZ 85286

**Company Telephone:** 888.880.5112

**Authorized Representative's Name:** Brad Siedlecki

**Authorized Representative's Signature:**  \_\_\_\_\_

**Representative's Email:** brad@pillardesignstudios.com

**PROJECT SUMMARY:**

Total Project Cost \$33,500



## Capital Projects / Operations Committee

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**Meeting Date:** November 12, 2025

**Meeting Time:** 6:00 PM

**Agenda Item** 5.b

**No:**

**Item** Approval To Sign Contract To Place The Order To Purchase A New Fire

**Description:** Department Tower Truck

**Submitted By:** Lawrence D. Best, Fire Chief

### **Key Terms:**

Fire Department Tower Truck Order and Purchase

### **Executive Summary:**

The Fire Department is asking that consideration and approval be given to sign a contract to place an order for a new Tower Truck using the Sourcewell cooperative purchasing process.

The Sourcewell cooperative purchasing procurement process is conducted by, or on behalf of, one or more public procurement units. Sourcewell's analysts streamline procurement by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. We have gone through Sourcewell for this purchase and are using their costs. The City of Biddeford is a member of Sourcewell (#1,368) and has used Sourcewell in the past for these types of purchases.

The Fire Department staff along with the DPW Fleet Maintenance Shop staff have worked through the process to spec a new Pierce Enforcer 2000 GPM Aerial 100' Ascendant Tower Truck with Pierce Manufacturing Inc. at a cost of \$2,466,692.00. If approved to sign the contract to place the order, the order will actually go into the queue for it to start being built in March 2026 and delivered approximately 12–14 months later.

### **Detailed Review:**

The Fire Department is seeking approval for the purchase of a new Pierce Enforcer 2000 GPM Aerial 100' Ascendant Tower Truck with Pierce Manufacturing Inc. at a cost of \$2,466,692.00. The Fire Department and DPW Fleet Maintenance Staff have worked with the vendor/manufacturer to update and develop specifications for this vehicle, which will be constructed by Pierce Manufacturing Inc. The purchase of this Tower Truck would be through

Sourcewell, which is a cooperative purchasing program. Sourcewell is a nationwide government procurement service striving to make the governmental procurement process more efficient. They hold hundreds of ready-to-use competitively solicited contracts. We have used the Sourcewell cooperative purchasing process and are using their costs. The City of Biddeford is a member of Sourcewell (#1,368) and has used Sourcewell in the past for these types of purchases.

### **New Tower Truck Information:**

The new Tower Truck that has been specified is a Pierce Ascendant 100' Heavy-Duty mid-mounted Tower. It is being constructed through the Pierce Dealer Allocated Stock program, which means it is a stock truck that started with a template and can have some modifications made to it. This program allows the truck to be expedited through the construction process, which reduces the delivery time and essentially eliminates the risk of any escalation costs because of the narrow specification for the construction window.

The tower reaches 100' vertically and 93' horizontally. The Ascendant 100' Heavy-Duty Tower is a 5-section heavy-duty steel tower with a low overall approximate height of 11'4" which is approximately 8" lower than the current BFD Tower Truck and an approximate length of 43', which is approximately 5' shorter than the current BFD Tower Truck. Its 160" rear overhang minimizes tail-swing, offering superior maneuverability and even greater visibility than that of a rear-mounted tower. To assist with the maneuverability of this truck, it has been specified with a mechanical rear steer technology system called TAK4 T3 IRS. It is a 100% mechanical rear steering system that is a mechanical-over-hydraulic system free of electronics with two steering gears that provide power to the steering linkage. The TAK4 T3 IRS improves the turning radius and tuning diameter; increases tire life with reduced tire scrub; and improves overall maneuverability and safety. This is a significant operational benefit for the BFD given our narrow streets and tight neighborhoods.

It has integrated ground pads which eliminate time spent throwing ground pads, so setup is streamlined and faster. Jack set-up time can be done in less than 30 seconds. The Tower has a 1,000 lb. dry/500 lb. wet tip load capacity, up to 20-degree below grade operation, and a 50-degree scrub area. Which means the truck can be set up with as little as a 20' setback from the building. This is also a significant operational benefit for the BFD given our narrow streets and tight areas between buildings and utility poles. The 100' Aerial Tower is designed to operate on a 5° side slope and up to 9° downward slope.

### **Funding/Payment Information:**

The funds for the Tower Truck would be through a lease/purchase company with annual payments. The Tower Truck can be paid for at three (3) different points in the procurement or manufacturing process with two of them having financial savings.

1. The first payment option is to pay 100% in full by the end of July 2026. The estimated

cost savings for this option is \$87,961.00 if it is paid in March 2026.

2. The second payment option is to pay at two (2) different points in the construction process, called Chassis progress and Aerial Progress, and a third (3rd) payment of the balance upon completion and acceptance of the truck. This is called their progress payments program. The first payment for the "chassis progress", is due 90–120 days before completion of the truck chassis in the amount of \$704,374.00 and will produce a discount of \$21,131.00. The second payment for the "aerial progress" is due 90–120 days before the completion of the aerial portion of the truck in the amount of \$676,285.00. It will produce a discount of \$11,496.00. The third payment for the balance of the truck would be \$1,053,343.00. The cost savings for this option are \$32,627.00.
3. The third payment option is to pay in full upon delivery of the completed Tower Truck. There is not any cost savings for this option.

### **Lease Payment Options (estimated):**

It is anticipated that the City would not pay cash for this vehicle purchase and would explore a lease/purchase option through a financing company. Because of this, we have reached out to a financing company named Republic First National located in Rochester, IN that has a lease purchase program company and works with public safety/municipalities. They sent us information (see attached documents) including some payment options based on the funding/payment option listed above (100% pre-payment).

#### Republic First National Highlights:

- 100% financing available
- No down payment or security deposit
- Flexible payment terms (monthly, quarterly, semi-annual, and annual)
- Payments over a 2 to 15-year period
- Pay it off at anytime (a detailed schedule showing the purchase option after each payment is provided).
- A non-appropriation clause

Estimated payments on the 10, 12 and 14-year annual payment schedule (note — the 100% Prepay Discount of \$95,000.00 was an estimate; the actual is \$87,961.00 if paid in March 2026):

Unit Cost: \$ 2,466,692.00  
 100% Prepay Discount: \$ 95,000.00  
 Net Financed: \$ 2,371,692.00  
 Frequency of Payments: Annual

Term in Years:	<u>10</u>	<u>12</u>	<u>14</u>
Payments:	\$ 320,447.48	\$ 280,755.55	\$ 252,419.54
Factor:	0.13511	0.11838	0.10643
APR:	4.89%	4.99%	5.05%

Delivery Date: To be determined  
 First Payment Due: September, 2027

**History of Current Tower Truck:**

The current truck is a 2013 E-One rear-mounted Tower unit and is called Truck-32 or T32. It has 53,640 miles and 5,858 engine hours since it returned to service at the beginning of this year. Although the mileage may not seem high, a common industry standard is to multiply the total engine hours by 25 to 35 (equivalent mileage factor), which in this case of T32 would mean the 5,858 hours is equivalent to 146,450–205,030 miles. The engine idling time during operations is a wear factor as well. T32 is over 48' in length and 12' in height, which means it is 5' longer and 8" taller than the proposed Pierce truck. The length of the T32 is challenging given the congested areas that it often operates in. The length of T32's ladder itself is 41 feet compared to 29 feet on the Pierce truck. The shorter Tower ladder is an operational benefit because this affects the area where the Tower can be set up and used effectively. The Pierce Tower can be set up with as little as a 20' setback from the building, which helps tremendously in congested neighborhoods. On average, T32 responds to over 400 incidents annually.

Truck-32 is becoming more and more costly to maintain. In FY25 it cost a little over \$49,000.00 for maintenance and body work; and in FY24 it cost nearly \$28,000. This does not include the full labor costs of the DPW Fleet Maintenance Shop. It has a lengthy out-of-service history with reoccurring check engine lights and electrical problems which have created reliability issues. For example, T32 was out of service with an electrical issue for nearly 6 months with a significant electrical issue. During the past two years, there have been approximately 60 "repair orders" generated for T32, with nearly two-dozen of them being for electrical issues, including sensors and check engine warning lights. The remaining repair orders were for various other mechanical issues, including power steering, brake system components, and pump leaks/valve problems etc.

With City Council approval, it is recommended that the current 2013 E-One Tower Truck will be sold through a broker. The current estimated value of the current Tower Truck is \$400,000.00 to \$425,000.00. This is the price range that would be listed for sale.

**Funding Source:**

The amount requested for the purchase of this Tower Truck is \$2,466,692.00. The funding

source will be through the City CIP budget process. Payments will be a lease purchase type payment through a vendor to be finalized once approval has been completed. Staff recommends the 12-year annual payment option, which is \$28,336.01 more than the 14-year option.

**Staff Recommendation:**

Staff recommends going forward with the purchase from Pierce Manufacturing Inc. for a total of \$2,466,692.00. Staff also recommends the 12-year annual payment option, which is \$28,336.01 more than the 14-year option and \$39,691.93 less than the 10-year option.

**Next Steps:**

Present this request to the Finance Committee followed by the City Council for their consideration and approval.

**Attachments:**

1. BID 887 Purchase Agreement with Exhibits A B C D
2. BID 887 Biddeford FD Exhibit B Warranties
3. Sourcewell Pierce Oshkosh Contract RFP 113021
4. Republic First National Payment Options Estimate Biddeford City of ME
5. Republic First National Municipal Brochure
6. Republic First National Fire EMS Flyer

**PURCHASE AGREEMENT**

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Minuteman Fire and Rescue Apparatus, LLC. (DBA Allegiance Fire & Rescue) (“Dealer”), and City of Biddeford a ME Municipality (“Customer”) and is effective as of the last date executed by both parties (the “Effective Date”).

- 1. Product.** Customer agrees to purchase the following product, as further described in the Dealer Proposal attached hereto as **Exhibit A** and incorporated herein (“Product”). The Product comes with all applicable manufacturers’ warranties from Pierce Manufacturing, Inc. (“Pierce”) and all makers of component parts or other equipment that is part of the Product. All such warranties are included in the Dealer Proposal and/or separately attached hereto as **Exhibit B**.
- 2. Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$2,466,692.00 (“Purchase Price”). Prices are in U.S. funds. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing.

In addition to the Purchase Price, Customer shall be responsible for paying for all added costs and expenses incurred by Dealer in the event that any state, federal or other regulatory agency (e.g. NFPA, DOT, EPA) requires any modifications to the Product. Dealer shall make reasonable efforts to advise the Customer of any such changes within a reasonable time and to provide Customer with documentation to support the required modifications.

Quantity	Description	Price Per Unit	Total Price
One (1)	Pierce ® Enforcer 2000 GPM Waterous Aerial 100' Ascendant Tower	\$2,466,692.00	\$2,466,692.00
	Total		\$2,466,692.00

Payment is due upon delivery of product

Training Requirements: Standard

Other: 100% Performance Bond

See Exhibit C attached hereto for additional pricing terms, incorporated by reference.

- 3. Optional Product Changes.** Customer may request changes to the Product at any time by way of a written change order. Dealer will review the request and notify Customer of any resulting changes to the Purchase

Price, Delivery dates or other terms of this Agreement that will result from the change order. Dealer may accept or reject the change order request. All change orders (including new pricing and delivery dates) must be signed by the parties to be effective.

4. **Cancellation.** Customer may cancel this Agreement (or individual Units if the Product involves multiple Units in which event the cancellation fees are based on the portion of the Purchase Price for the subject Unit set forth in Section 1) prior to Delivery only by a written notice provided in accordance with Section 6. In such event, Customer shall pay Dealer the following cancellation fee as liquidated damages because actual damages would be difficult to ascertain and the following agreed upon fees are a reasonable estimate of actual damages: (a) 10% of the Purchase Price if cancellation occurs after Pierce enters the order for the Product on its computer system; (b) 20% of the Purchase Price if cancellation occurs after Pierce has completed draft Product drawings; and (c) 40% of the Purchase Price if cancellation occurs after Pierce makes any material requisition (i.e. orders material), plus an additional percentage as reasonably set by Dealer to account for additional costs and expenses incurred after material requisition, up to no more than 80% of the Purchase Price if cancellation occurs after substantial completion of the Product. Dealer shall have no obligation to mitigate damages. Customer hereby authorizes Dealer to deduct the cancellation fee from the Purchase Price being held by Dealer and return the remainder to Customer in exchange for a waiver and release of claims.
5. **Delivery, Inspection and Acceptance.** Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Delivery of the Product is scheduled to be within 286-330 working days of the Effective Date, F.O.B. Biddeford Fire Department, ME Biddeford, ME. Risk of loss shall pass to Customer upon Delivery. Upon Delivery, Customer shall have ten (10) business days within which to inspect the Product and, in the event of substantial non-conformance, to furnish Dealer with detailed written notice sufficient to permit Dealer to evaluate any such non-conformance. Absent timely receipt of such notice of non-conformance, the Product shall be deemed in conformance and accepted by Customer. Time is of the essence with respect to such notice. Any Product not in substantial conformance shall be remedied by Dealer by putting Pierce on written notice of such non-conformance.
6. **Notices.** All notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by either hand delivery (notice deemed delivered upon receipt) or by registered, overnight mail (notice deemed delivered one business day after mailing):

**Dealer:**

Allegiance Fire & Rescue  
2181 Providence Highway  
Walpole, Massachusetts 02081  
Fax: 508-216-6368

**Customer:**

City of Biddeford  
Biddeford Fire Department, ME  
152 Alfred St  
Biddeford, ME 04005-3249

7. **Warranty Disclaimer.** The Product comes with the warranties referred to in Section 1. Dealer itself provides no warranties whatsoever. TO BE CLEAR, NEITHER DEALER NOR, ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE 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.

8. **Force Majeure.** Dealer shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Dealer's control which make Dealer's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, pandemics or public health emergencies, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, 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 or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
9. **Indemnity.** Customer shall indemnify, defend and hold harmless the Dealer and all of its officers, directors, employees, representatives, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of Product (and/or any part of the Product such as attachments or apparatus). In the event of any claim, Customer shall engage counsel for Dealer and Dealer shall allow Customer to direct the defense of such claim with counsel of Customer's choosing. Customer shall make good faith efforts to have Dealer dismissed from any lawsuit and shall otherwise not settle any such claim or alleged claim without first obtaining Dealer's written consent, which consent shall not be unreasonably withheld.
10. **Independent Contractors.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturers of or with the other.
11. **Entire Agreement / Amendments.** This Agreement (including Exhibits) contains the entire agreement between the parties regarding the Product. No representations, promises, agreements, or understandings, written or oral not contained herein shall be of any force or effect. This Agreement may only be amended or modified by a written agreement signed by both parties.
12. **Assignment.** Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party; provided, however, that Dealer may assign this Agreement as part of a public offering or the sale or transfer of all or substantially all of its assets.
13. **Severability.** The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
14. **No Waiver of Rights.** No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision shall affect the validity or enforceability of any other provision.
15. **Governing Law / Jurisdiction.** Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Massachusetts. The parties agree that any claim concerning this Agreement must be filed and adjudicated in state or federal courts located in the Commonwealth and such courts shall be the sole and exclusive venue for the adjudication of all claims under this Agreement. The parties hereby consent to personal and subject matter jurisdiction within the Commonwealth.

16. **Counterparts / Electronic Signatures.** This Agreement may be executed in one or more counterparts. The exchange of signed copies of this Agreement by facsimile or via .pdf by email will constitute effective execution and delivery of this Agreement and may be used in the lieu of the original Agreement for all purposes.

Accepted and agreed to:

**Dealer: Allegiance Fire & Rescue**

**Customer: City of Biddeford**

Name: William O'Connor

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**EXHIBIT A**

**BID #887**

**DEALER PROPOSAL**

# ALLEGIANCE

— FIRE & RESCUE™ —

# QUOTE

2181 Providence Hwy. Walpole MA 02081  
(800) 225-4808  
Info@allegiancefr.com

Bid Number 887.  
DATE: 09/24/2025

**EXPIRATION DATE: 2025-10-24**

**TO** Lawrence Best  
Biddeford Fire Department, ME  
152 Alfred St  
Biddeford, ME  
04005-3249  
2072849307

SALESPERSON	PAYMENT TERMS
Raymond Smith	may be eligible for prepayment or progress payment terms

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
One (1)	Pierce MFG 100' Ascendant Tower Aerial	\$2,466,692.00	\$2,466,692.00
		<b>TOTAL</b>	<b>\$2,466,692.00</b>

This is a quotation on the goods named, subject to the conditions noted below: This quote may be referenced as a consortium price, until a formal set of documents can be prepared for your review. This quote is for budget purposes only and subject to change. Due to upcoming engine manufacturer and EPA changes between the 2024 and 2027 model year, Prices cannot be guaranteed until a Contract is executed.

**THANK YOU FOR YOUR BUSINESS!**

**EXHIBIT B**

**BID #887**

**WARRANTIES**

# EXHIBIT C

## ADDITIONAL PRICING TERMS

**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 Pierce accepts our order (“Order Month”) and a month 14-months prior to the then predicted outside Ready For Pickup/Delivery date (“Evaluation Month”), then pricing and the purchase price for the Product may be updated and increased in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

We will notify you no later than 11-months prior to the then predicted Ready For Pickup/Delivery date of the proposed price increase and to sign a Change Order evidencing the increased pricing for the Product for your approval (the “Updated Price”)(if the Ready for Pickup/Delivery date is a range, i.e., 36-38 months, we will notify you no later than 11-months prior to the earliest date of the Ready for Pickup/Delivery date range).

If no Updated Price is provided, you will be required to purchase the Product at the original ordered price (other than any adjustments for configuration changes in the Product or other change orders).

If an Updated Price is provided, you will have thirty (30) calendar days after delivery of notice of the Updated Price to provide written notice to us of your election to cancel the order for the Product, subject to the cancellation provisions of Section 4 above. Any deposits or pre-payments (less any cancellation charges) will be returned and refunded to you promptly after cancellation of your order, without interest. If no written notice of cancellation is received by us within such thirty (30) day period, you will be required to purchase the Product at the Updated Price (as adjusted for configuration changes in the Product or other change orders).

## EXHIBIT D

### PAYMENT OPTIONS

The customer at any time can make a prepayment up until 90 days of the vehicle's completion date. The total of the discount will be calculated at the time of the prepayment to determine the discounted amount. These payment options include a full prepay, aerial progress payments and/or chassis progress payments.



# 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"):

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

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.

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](http://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 purchaser who first puts the product in service ("Buyer"):

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

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.*

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.

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# 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:

<b>Coverage:</b>	The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.
<b>Warranty Begins:</b>	The date of the original purchase invoice (issued when the product ships from the factory).
<b>Warranty Period Ends After:</b>	Three (3) Years -or- 30,000 Miles
<b>Conditions and Exclusions:</b>  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

## Three (3) Year Material and Workmanship TAK-4 Independent Rear 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 Rear 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 shoes, brake drums, ball joint 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.



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:

Table with 2 columns: Label (Coverage, Warranty Begins, Warranty Period Ends After, Conditions and Exclusions) and Description (The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description, The date of the original purchase invoice (issued when the product ships from the factory), Three (3) Year, The exclusions listed in the attached Meritor Wabco warranty description shall apply.)

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.

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.

# 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 <sup>1</sup>	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter <sup>3</sup>	
Air Compressors (ALL) <sup>2</sup>	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow <sup>®</sup> TrailerSkirt	2/UnU/P
OptiFlow <sup>®</sup> 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) <sup>3</sup>	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide <sup>®</sup> Automated Manual Transmission (AMT)	
OptiRide <sup>®</sup> Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components <sup>1</sup> (cont.)	
Safety	
OnGuardACTIVE <sup>®</sup>	3/300/P&L
OnLane <sup>®</sup>	
OnLaneALERT <sup>®</sup>	
OnSide <sup>®</sup>	
Trailer SafeStart <sup>™</sup>	
Trailer TailGUARD <sup>™</sup>	
Telematics	
TrailerCAST <sup>™</sup> Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit <sup>™</sup> Slack Adjuster	6/600/P
MAXXUS <sup>™</sup> 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/UnI/P and 1/UnI/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP <sup>™</sup> D Actuator w/ IBV or IRB	6/600/P
TRISTOP <sup>™</sup> D Actuator	3/300/P
UNISTOP <sup>™</sup> Actuator	2/200/P
Trailer MAXX22T <sup>™</sup> Air Disc Brake	5/500/P and 1/L

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> 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. <sup>3</sup> 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.

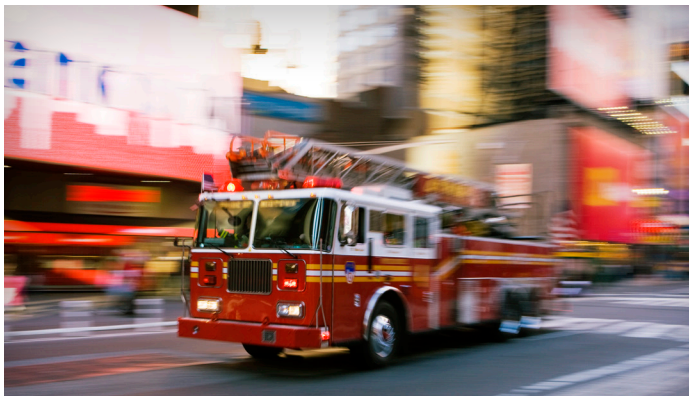
# HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

## 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 <sup>1</sup>	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL) <sup>2</sup>	
Air Dryers (ALL)	
Trailer Control Line Filter <sup>3</sup>	
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 <sup>3</sup>	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide <sup>®</sup> Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE <sup>®</sup>	3/300/P&L
OnLane <sup>®</sup>	
OnLaneALERT <sup>®</sup>	
OnSide <sup>®</sup>	
Trailer SafeStart <sup>™</sup>	
Trailer TailGUARD <sup>™</sup>	
Telematics	
TrailerCAST <sup>™</sup> Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit <sup>™</sup> Slack Adjuster	2/200/P
MAXXUS <sup>™</sup> 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 <sup>™</sup>	1/Unl/P&L
TRISTOP <sup>™</sup> D Actuator w/ IBV	3/Unl/P
TRISTOP <sup>™</sup> D Actuator	2/200/P
UNISTOP <sup>™</sup> Actuator	1/100/P

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> 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. <sup>3</sup> 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 operation<sup>3</sup>
- 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, Scalars
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 <sup>1</sup>	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL) <sup>2</sup>	
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
MAXXUS™ 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
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

<sup>1</sup> ZF and WABCO branded components. <sup>2</sup> 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. <sup>3</sup> 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.

## 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](http://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:

<b>Coverage:</b>	<b>The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

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.



# 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.

## 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



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:

<b>Coverage:</b>	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.
<b>Warranty Begins:</b>	The date of delivery to the first retail purchaser.
<b>Warranty Period Ends After:</b>	Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<p>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.</p> <p>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.</p> <p>Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.</p> <p>Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.</p> <p>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.</p>

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.*

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.



**UPF**  
**UNITED PLASTIC FABRICATING**  
**Limited Lifetime Warranty**  
Effective as of January 1, 2024

1. General. United Plastic Fabricating, Inc. (the "Company") warrants to the owner (the "Owner") that the products set forth on Exhibit A, attached hereto (the "Product") will be reasonably free from defects in materials and workmanship for the service life of the Product. This Limited Lifetime Warranty (the "Warranty") only applies to Company Products that are: (a) owned by a federal, state, county or local government, a volunteer fire department or dedicated commercial fire service operation; (b) continuously and actively used in emergency response and/or fire suppression vehicles; and (c) used, stored, handled and installed in the manner recommended by Company.

2. Warranty Obligations. Subject to the exclusions and limitations set forth in this Warranty, Company will, at its option, repair or offer a one (1) time replacement of the Product without charge, if the Product fails or does not perform as warranted during the warranty period due to a manufacturing defect or a defect in materials. Repair or replacement shall include reasonable labor charges necessary to repair or replace the defective Product but shall not include: (a) the costs associated with removal of the Product from the vehicle or the cost to otherwise provide access to the Product in the vehicle; (b) the cost associated with any required upgrades the vehicle (including, without limitation, upgrades required to strengthen the vehicle's frame); or (c) travel costs, except as provided by Section 3. Company's obligation as to repair or replacement shall further be limited to repair or replacement with the models of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. In the event a Product becomes unavailable or cannot be supplied by Company for any reason a substitute Product of equal quality and functionality of the subject Product may be substituted by Company. Any repaired Product shall remain subject to this Warranty and any repair shall not extend the warranty period in any manner or start a new warranty period. Any Product that is replaced by Company shall be excluded from this Warranty. In no

event shall Company be required to expend, in any one (1) or series of expenditures, more than the purchase price of the Product to repair or replace a defective Product. Amounts expended by Company shall include all amounts paid by Company in connection the repair or replacement, including without limitation, amounts paid to third-parties, material costs, incidental costs and travel costs (except as provided by Section 3).

3. Travel; Expenses; Product Access. Company shall be responsible for any travel costs incurred to repair or replace the Product provided that: (a) the Product is located in the continental United States or Canada; and (ii) the warranty claim is initiated prior to the date on which NFPA 1912 Standards (Annex D) recommends replacement of the Product. All other travel costs incurred by Company or its agents to repair or replace the Product shall be the responsibility of the party asserting the warranty claim. Company reserves the right to require, as a condition to undertaking any repair or replacement: (y) pre-payment of its anticipated travel costs; and (z) satisfactory arraignments concerning scheduling and access to the Product. If the subject Product is located in an area of the world considered, in Company's sole discretion, to be unsafe Company may refuse to process the claim or require relocation of the Product, at no expense to Company, to an area where such repairs can be performed safely by Company or its agents. In the event Company or Company's agents are dispatched to repair or replace a defective Product and the vehicle in which the Product has been installed is not available or the Product is not readily accessible, for any reason, Company or Company's agents, as the case may be, shall be immediately reimbursed for all expenses incurred therewith.

4. Exclusions: Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Warranty is conditioned upon compliance with all such instructions. This Warranty does not cover defects caused by: (a) improper installation; (b) modification, alteration or repair of the Product by any unauthorized third-party; (c) misuse, including, without limitation, improper

storage or handling of the Product (e.g. excessive exposure to UV rays); chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold); (d) damage not resulting from manufacturing defects that occur while the Product is not in Company's possession (e.g. accidents); or (e) unreasonable or unintended use of the Product. Copies of the Company's operation and maintenance instructions are available on the Company's website <https://www.unitedplastic.com/upf-documents/>

5. Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THE PRODUCT. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

6. Limitation of Liability. NO CLAIM BY OWNER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OF COMPANY TO REPAIR OR REPLACE ANY CHASSIS, SUB-FRAMES, BODIES, VALVES, DUMPS, HOSES, PRESSURE VACUUM VENTS OR OTHER SIMILAR COMPONENTS), RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME,

LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

7. Reformation. If any term or provision of this Warranty shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied in any case or in any jurisdiction or jurisdictions because of the conflicting nature of any provision with any constitution or statute or rule of public policy or for any other reason, then: (a) such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy; and (b) any such invalid, inoperative, illegal or unenforceable provision shall be reformed and construed in any such jurisdiction or case so that such provision would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or case.

8. Headings. The headings contained herein are for convenience and reference only, and shall be given no effect in the interpretation of any term or condition of this Warranty.

9. Submitting a Warranty Claim. To request coverage under this Warranty you must submit a claim through Company's website: <https://www.unitedplastic.com/contact/product-support/>

10. Transferability. This Warranty is transferable and entitles the transferee to coverage for the remainder of the original warranty period.

11. Modification. This Warranty may be modified (a) as set forth on a binding sales order for the Product or (b) by a written agreement between Company and the Owner.

## **Exhibit A**

### Covered Product List

- Poly-Tanks®
- PolySide® Wetside Tanks
- Defender™ Skid Tanks
- Ellip-T™ Elliptical Tanks
- ARFF Tanks



# 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:

<b>Coverage:</b>	<b>The apparatus body shall be free from structural failures caused by defects in material and workmanship</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Ten (10) Years - or - 100,000 Miles</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>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.</b>  <b>This warranty does not apply to damage caused by corrosion.</b>

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.*



**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.

# Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

**ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.**

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

- (a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or
- (b) the repair of such product or part, or
- (c) the refund or crediting to Buyer of the net sales price of the defective product or part.

**BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.**

Waterous Company  
125 Hardman Avenue South  
South St. Paul, MN 55075 USA  
[www.waterousco.com](http://www.waterousco.com)





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:

Table with 2 columns: Label (Coverage, Warranty Begins, Warranty Period Ends After, Conditions and Exclusions) and Description (Stainless steel piping shall be free from structural failures... The date of the original purchase invoice... Ten (10) Years - or - 100,000 Miles... Pierce's obligation under this warranty is limited to repairing or replacing without charge... This warranty does not cover the use of fluoroprotein (FP) type foam...)

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...
(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions...
(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...
(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period...

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.

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.

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.

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.

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.



# Fire and Rescue Apparatus

## Twenty (20) Year Structural Integrity Pierce Aerial Device

### 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 new Pierce Aerial Device shall be free from defects in material and workmanship.  Aerial Device Models Covered by this warranty include: Aerial Platforms Aerial Ladders SkyBoom
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Twenty (20) Years - or - 100,000 Miles
Conditions and Exclusions:  See Also Paragraphs 2 thru 4	This warranty applies only to the torque box, turntable, aerial sections and other structural components of the aerial device, as identified in the Pierce specifications for the aerial device. This warranty shall be void if, or to the extent that the aerial device is not maintained in strict compliance with NFPA Standard 1911 in effect at time of sale, including such periodic inspections and testing by qualified third parties as are required by that Standard as it may be in effect from time to time. Proof of such compliance shall accompany any claims under this warranty. Third party testing agencies known to Pierce to be qualified for such purposes may be obtained from the Pierce Customer Service Department  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.



## AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD  
ALBURTIS, PA 18011-0451  
Phone: 610-966-3115  
Fax: 610-965-6313

### \* STANDARD FIVE YEAR WARRANTY \*

(standard warranty is in effect for parts shipped after 4/15/10)

#### Three Function Swivel

**A. PRESHIPMENT TESTING** The Three Function Swivel fabricated by Amity which is exposed to pressure during normal use is subject to final inspection using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.
2. Hydraulic applications will be tested to 4000 PSI. System operating pressure in application to be 3000 PSI maximum.
3. Dielectric and Continuity Test all circuits. 30 Amp max current loading.

**B. THREE FUNCTION SWIVEL MAINTENANCE** – Our Three Function Swivel has been fully tested at assembly. Under no circumstances is there to be any maintenance performed internally or externally to the Three Function Swivel by Purchaser or any other third party other than an authorized representative of or Amity itself. The Three Function Swivel is sealed and must remain so. The Three Function Swivel is designed for a long maintenance free life. Should any problems occur or replacement be necessary, first contact Amity. There is to be no field maintenance performed on the Three Function Swivel .

**C. MOUNTING REQUIREMENTS** – The following are the mounting requirements for the Three Function Swivel:

1. Mounting points and methods are to be determined at the initial design stage. All drawings and applicable documentation must be signed off by both parties and filed for future reference. No deviation to the approved mounting is allowed without approval from Amity.
2. The Three Function Swivel is to be mounted concentric to the center of the turntable bearing.
3. All inlet and outlet plumbing to conform to swivel mounting, under no circumstances is the Three Function Swivel to be positioned to match connections. This will avoid putting excessive loads on the Three Function Swivel. All tubing or piping to be supported by means other than the Three Function Swivel.

#### **D. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.**

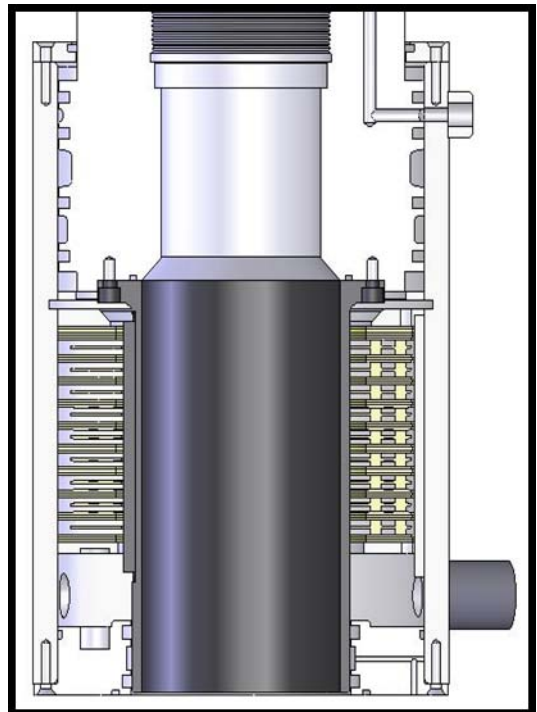
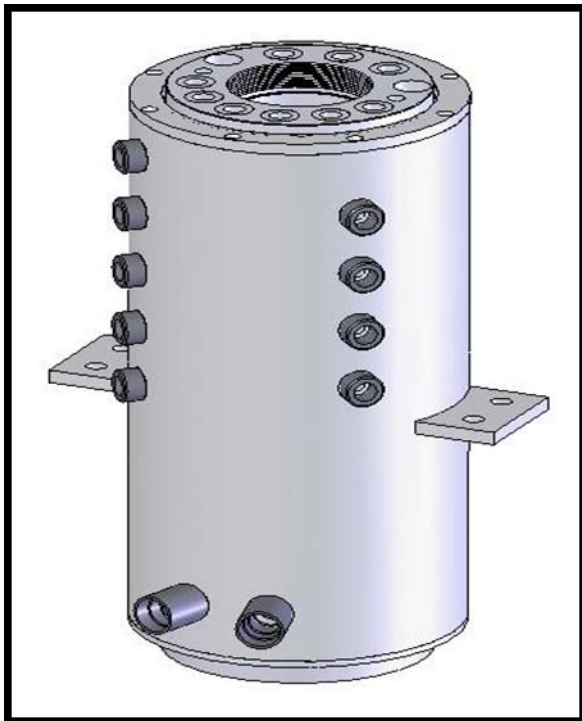
1. The Three Function Swivel is warranted to be free of defects in labor and/or materials for a period of five (5) years from the Date of Service. For purposes here, "Date of Service" shall mean the date when the Three Function Swivel, or the unit to which the Three Function Swivel is incorporated, passes final Underwriters Laboratory testing, or similarly compliant testing, and is certified for service. Evidence of such Date of Service shall be required in connection with any warranty claim by Purchaser.
2. The Three Function Swivel shall be repaired or replaced at the sole option and expense of the Amity provided the Three Function Swivel alleged to be defective was used for its intended normal use of operation and subject to the following qualifications and limitations.
3. Any alteration of the Three Function Swivel without consent from Amity is strictly forbidden and shall void warranty.
4. No welding shall be performed on finished Three Function Swivel.
5. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water or hydraulic systems such as, but not limited to stones, sand or metal chips.
6. Amity assumes responsibility for our Three Function Swivel, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our Three Function Swivel unless it agrees in writing to assume such responsibility.
7. Unless otherwise approved in writing by the Amity all returns of defective Three Function Swivels (or allegedly defective Three Function Swivels) are at Purchaser's expense and must include a RGA number issued by the Amity.

8. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
9. Amity will not be held liable for damage incurred during shipment.
10. No responsibility shall be assumed for misuse or improper mounting, unreasonable use or abuse of the Three Function Swivel and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

**THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF FIVE YEARS IS FROM THE DATE OF SERVICE WITH THE UNDERSTANDING IT IS INSTALLED WITHIN A REASONABLE TIME PERIOD.**

Dated: \_\_\_\_\_, 20\_\_





# Fire and Rescue Apparatus

## Five (5) Year Material and Workmanship Aerial Hydraulic System Components

## Three (3) Year Material and Workmanship Aerial Hydraulic System Seals

# Limited Warranty

### 1. LIMITED WARRANTY

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

<b>Coverage:</b>	<b>The aerial hydraulic system components and seals shall be free from component or structural failures caused by defects in material and/or workmanship.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Five (5) Years and Three (3) Years</b>
<b>Conditions and Exclusions:</b>  <b>See Also Paragraphs 2 thru 4</b>	<b>Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the hydraulic lines, fittings, valves, seals, cylinders, filters, pumps, hydraulic motors, rotary actuators, or components which Pierce determines to have failed due to defective material and workmanship.</b>  <b>This warranty shall not apply unless the aerial device is inspected in accordance with NFPA 1911 Standard for Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and the applicable Pierce Operator and Maintenance Manuals.</b>

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.*



## AMITY FIRE AND SAFETY, INC.

3750 CHESTNUT ROAD  
ALBURTIS, PA 18011-0451  
Phone: 610-966-3115  
Fax: 610-965-6313

### \* STANDARD TEN YEAR WARRANTY \*

(standard warranty is in effect for parts shipped after 4/15/10)

#### Telescopic Waterways

**A. PRESHIPMENT TESTING** All waterways fabricated by Amity are final inspected using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.

#### **B. COMPONENTS DESCRIPTION AND MAINTENANCE**

1. All components are thoroughly greased at assembly. Since internally lubricated seals are used, regular greasing is not required. We recommend components not be greased at installation.
2. Slip Tube Assemblies may be greased at the Amity's regularly scheduled Aerial Inspections. The seals in the Slip Tube Assemblies are self-lubricating, so greasing is not mandatory. We do recommend a visual inspection of the Slip Tube Assembly while it is fully extended after initial installation, from that point on we recommend inspection every ten hours of aerial operation. If any deposits of aluminum appear, they are to be rubbed off using a Teflon scouring pad. Slip Tube Assemblies are designed to give long maintenance free service; however, like any product, problems may occur and periodic visual inspections will aid in determining if a potential problem exists and warrants a call to us. Care must be taken to keep debris off of extended tubes. We recommend wiping tubes with light oil (10 weight) or hydraulic oil after use, if tubes appear to have contamination on them. Under no circumstance are tubes to be cleaned with lacquer thinner, or any other solvent.

#### **C. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.**

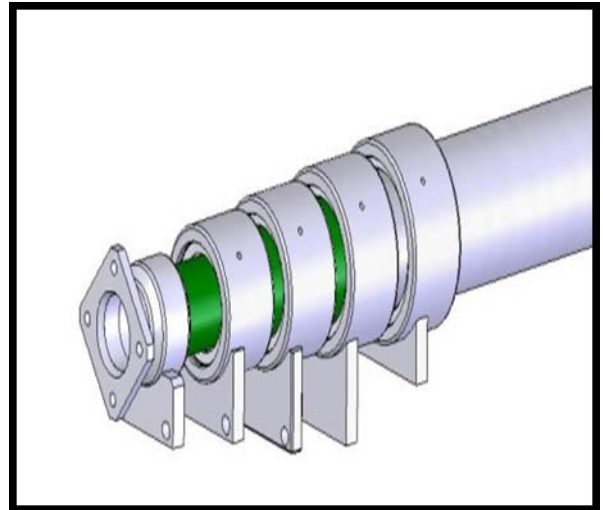
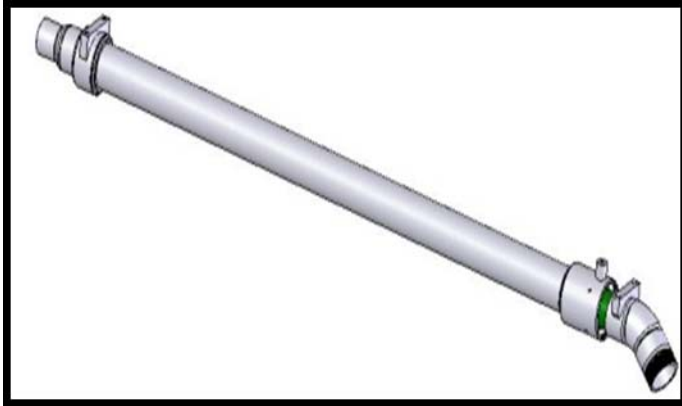
1. Products are warranted to be free of defects in labor and/or materials for a period of ten years from the date of purchase from the Amity and shall be repaired or replaced at the sole option and expense of the Amity provided the products alleged to be defective was used for its intended normal use operation and subject to the following qualifications and limitations.
2. Any alteration of product without consent from Amity is strictly forbidden and shall void warranty.
3. No welding shall be performed on finished product.
4. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water system such as, but not limited to stones, sand or metal chips.
5. Amity assumes responsibility for our product, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our product unless it agrees in writing to assume such responsibility.
6. Unless otherwise approved in writing by the Amity all returns of defective (or allegedly defective products) are at Purchaser's expense and must include a RGA number issued by the Amity.
7. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
8. Amity will not be held liable for damage incurred during shipment.
9. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Product and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

**THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF TEN YEARS COMMENCES UPON INSTALLATION INTO FINAL ASSEMBLY WITH THE UNDERSTANDING IT IS INSTALLED WITHIN SIX MONTHS OF PURCHASE.

Dated: \_\_\_\_\_, 20\_\_





# Fire and Rescue Apparatus

## Four (4) Year Pro-Rated Paint and Corrosion

### Aerial Device

# Limited Warranty

#### 1. LIMITED WARRANTY

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

<b>Coverage:</b>	<b>Aerial device shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces.</b>
<b>Warranty Begins:</b>	<b>The date of the original purchase invoice (issued when the product ships from the factory).</b>
<b>Warranty Period Ends After:</b>	<b>Four (4) Years</b>
<b>Conditions and Exclusions:</b> <b>See Also Paragraphs 2 thru 4</b>	<p><b>This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:</b></p> <p><b>Topcoat Durability &amp; Appearance: Gloss, Color Retention &amp; Cracking</b>  0-24 months 100%  25-48 months 50%</p> <p><b>Integrity of Coating System: Adhesion, Blistering/Bubbling</b>  0-24 months 100%  25-48 months 50%</p> <p><b>Corrosion: Dissimilar Metal and Crevice</b>  0-24 months 100%  25-48 months 50%</p> <p><b>Corrosion Perforation</b>  0-24 months 100%  25-48 months 50%</p> <p><b>This limited warranty applies only to exterior paint.</b></p> <p><b>Items not covered by this warranty include:</b>  (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.</p>

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.



# 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



## **Solicitation Number: RFP #113021**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. WAIVER OF SUBROGATION. Omitted.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**\*\* Remainder of page intentionally blank \*\***

113021-OKC

Sourcewell

Oshkosh Corporation

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

*[Handwritten Signature]*

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

James W. Johnson

Title: Chief Procurement Officer

Title: Executive Vice President and President  
Fire & Emergency Segment

4/5/2022 | 4:53 PM CDT

Date: APRIL 5 '22

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

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coquette

Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

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

# RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

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## Vendor Details

Company Name: Pierce Manufacturing  
Does your company conduct business under any other name? If yes, please state: WISCONSIN  
Address: 2600 American Drive  
Appleton , WI 54914  
Contact: Michelle Swokowski  
Email: mswokowski@piercemfg.com  
Phone: 920-832-3272  
Fax: 920-740-6252  
HST#:

## Submission Details

Created On: Monday October 18, 2021 12:41:15  
Submitted On: Tuesday November 30, 2021 16:18:31  
Submitted By: Michelle Swokowski  
Email: mswokowski@piercemfg.com  
Transaction #: 724f061f-10fb-4d93-bd02-b5afd9c2b906  
Submitter's IP Address: 198.190.231.15

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Oshkosh Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902  Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914  Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.com,
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.

#### Oshkosh Corporation Overview

Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller.

Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people.

#### Oshkosh Core Values:

##### WE PUT PEOPLE FIRST

- We treat people how they need to be treated.
- We keep people safe, within our walls and those using our products.
- We care for the emotional, physical, and financial wellbeing of our people.
- We celebrate what makes each of us unique.
- We value other's words and ideas.
- We respect the impact we have on each other; on the people we serve and in communities around the world.

##### WE DO THE RIGHT THING

- We do the right thing, the right way, for the right reasons.
- We take responsibility for our actions.
- We speak up and share our thoughts and concerns.
- We keep our promises.
- We respect our environment: both where we work and the planet we rely on.

##### WE PERSEVERE

- We push the bounds of technology and engineering to bring value to our customers and those who count on us.
- We challenge the impossible to make a difference every day.
- We are courageous and steadfast.
- We strive to overcome obstacles and achieve our goals.

##### WE ARE BETTER TOGETHER

- We welcome ideas different from our own.
- We rely on diversity to drive innovation.
- We create an inclusive, empowering environment for all.
- We work together across geographies, platforms, business units and functions to help our company reach its fullest potential.

#### Business Philosophy:

Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world.

As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way.

#### Business Longevity:

Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland

		<p>rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder.</p> <p>Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968.</p> <p>We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers!</p> <p>Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.</p>
10	<p>What are your company's expectations in the event of an award?</p>	<p>The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program.</p> <p>The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members.</p> <p>The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.</p>
11	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company.</p> <p>We have attached our annual report, SEC Filings along with the Dunn &amp; Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path.  <a href="http://investor.oshkoshcorporation.com/investors/overview/">http://investor.oshkoshcorporation.com/investors/overview/</a></p> <p>Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards &amp; Poor's BBB.</p> <p>Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&amp;B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.</p>

12	What is your US market share for the solutions that you are proposing?	<p>Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link.  <a href="http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx">http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx</a></p> <p>Fire &amp; Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles.</p> <p>The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market.</p> <p>The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.</p>	*
13	What is your Canadian market share for the solutions that you are proposing?	<p>Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.</p>	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

<p>15</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Pierce and Airport Products are best described as manufacturers.</p> <p>Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors.</p> <p>Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service.</p> <p>Oshkosh Airport Products The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives.</p> <p>Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.</p>
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16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required.</p> <p>We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality.</p> <p>ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well.</p> <p>Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate.</p> <p>UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate.</p> <p>ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space.</p> <p>Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx</a></p> <p>FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</a></p>

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: <https://www.oshkoshcorp.com/en/news>

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.

Link: <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx>

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx>

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek>

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Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>

Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750. Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-forbes>

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. <https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award <https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award>

		<p>Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders <a href="https://www.facebook.com/Pierce/posts/10165217512965527">https://www.facebook.com/Pierce/posts/10165217512965527</a></p> <p>Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces.</p> <p>Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: <a href="https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal">https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal</a></p> <p>ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements.</p> <p>Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.</p>	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products.</p> <ol style="list-style-type: none"> <li>1. Sourcewell*</li> <li>2. H-GAC*</li> <li>3. NASPO Value Point</li> <li>4. NPPGov</li> <li>5. Lamas</li> <li>6. BuyBoard</li> <li>7. Florida Sherriff's</li> <li>8. Ohio State</li> <li>9. Costars</li> </ol>	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Current GSA (General Services Administration) contract is GS30F021DA	*

#### Table 4: References/Testimonials

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Knoxville Fire Department	Bobby Palmer	865-595-4474	*
Howell Fire District #3	Louis Memmolo,III	732-905-8530	*
Clark County	Riccardo Terzo	702-455-8341	*
Tampa International Airport	Oren Hanson	813-267-0335	

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Pierce Manufacturing has an inside sales force that manages a given territory The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network.</p> <p>The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.</p>
26	Dealer network or other distribution methods.	<p>Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way.</p> <p>There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location.</p> <p>As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products.</p> <p>Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.</p>

27	Service force.	<p>Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned &amp; managed dealer network. 20 United States &amp; 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer:</p> <ul style="list-style-type: none"> <li>• Dedicated Service Professionals</li> <li>• Nearly 250 mobile service vehicles, strategically located throughout North America</li> <li>• Offer scheduled &amp; unscheduled maintenance services</li> <li>• 24/7 access to Pierce Technical Support Hot-Line,</li> <li>• Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement.</li> </ul> <p>Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include:</p> <ul style="list-style-type: none"> <li>• Dedicated and committed on-hand spare parts inventory</li> <li>• Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.)</li> <li>• Same-day &amp; next-day shipping services from UPS, FedEx, and XPO</li> <li>• 24/7 website to locate and check pricing &amp; availability of spare parts by authorized dealer</li> <li>• Tens of thousands of digital photographs &amp; 3D artwork of replacement parts for fast &amp; easy identification</li> </ul> <p>Pierce offers a complete set of training classes, for both operators &amp; maintainers, to keep your Pierce apparatus running at peak performance.</p> <ul style="list-style-type: none"> <li>• Regional &amp; Corporate training events held throughout the calendar year</li> <li>• Instructors with over 100 combined years of Pierce &amp; industry expertise</li> <li>• Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system</li> <li>• Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III</li> <li>• Operation overview of foam &amp; aerial devices</li> </ul> <p>Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover.</p> <p>Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike.</p> <p>Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service &amp; Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user.</p> <p>Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives	<p><b>AFTERMARKET PIERCE MODEL</b></p> <p>Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any</p>

that help your providers meet your stated service goals or promises.

service needs they may have.

#### TEAM MEMBERS

Pierce Service Brigade

An army of 600 service technicians across the US and Canada.

#### Certified Master Technicians

We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus.

#### The Right Attitude and the Right Tools

Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for.

#### INVENTORY

As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time.

Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time.

#### FACTORY HOURS OF OPERATION

Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week.

#### PROBLEM IDENTIFICATION & RESOLUTION

As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance.

Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login.

#### TECHNICAL SERVICE SUPPORT

Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below:

#### SERVICE:

Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission.

Direct access to Pierce technical support

Routine preventative maintenance

Annual aerial ladder testing

Pump testing

Ground ladder testing

NFPA 1911 annual inspections maintenance and testing

Repairs from small minor issues to major overhauls and many other services

Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing

Service provided by EVT, ASE, Pierce and industry specific certified technicians

All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff

#### PARTS:

Pierce authorized dealers maintain a large assortment of products supplied with fire

		<p>apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables "out of service" time to be kept to a bare minimum.</p> <p>All Pierce authorized sales and service dealers have access to Pierce's extensive level of replacement parts inventory, which is more than \$15M as well as any Pierce required fabrication services.</p> <p>Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635</p>	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle.</p> <p>We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell.</p> <p>Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories.</p> <p>Airport Products is able and willing to provide our products and services to participating entities in the United States.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L 'Arsenal.</p> <p>Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT).</p> <p>Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support.</p> <p>Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract.</p> <p>Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.</p>	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.</p>	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team:</p> <ul style="list-style-type: none"> <li>• Overview of the contract and what differentiates it from the others</li> <li>• Training and updating internal User Guide/Handbook</li> <li>• Adding the contract option to our custom truck configurator Pulse</li> <li>• Adding the contract to the internal communication portal</li> <li>• Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract</li> <li>• Develop a flyer or FAQ to provide sales reps and customers as a takeaway</li> <li>• Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck.</li> </ul> <p>Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder.</p> <p>Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology.</p> <p>Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website where facts and information can be obtained.</p> <p>Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials.</p> <p>Sourcewell's role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location.</p> <p>Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset.</p> <p>This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process.</p> <p>For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

<p>39</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Training is offered in several different ways:</p> <ul style="list-style-type: none"> <li>• A customer can request factory personnel to provide training and it will be added to the sale or available at a later date.</li> <li>• The dealer may have a training program to offer that introduces the customer to the dealer's support team</li> <li>• The customer may choose to attend regional training classes offered throughout the year.</li> </ul> <p>All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable.</p> <p>On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training.</p> <p>We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request.  <a href="https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx">https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx</a>.</p> <p>Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.</p>
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40	Describe any technological advances that your proposed products or services offer.	<p>Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company.</p> <p>Through this contract, we offer numerous proprietary features that stand out from others and not limited to:</p> <ul style="list-style-type: none"> <li>• Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations.</li> <li>Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information.</li> <li>• Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution</li> <li>Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information.</li> <li>• Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard.</li> <li>• Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization</li> <li>• TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military.</li> <li>• Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty</li> <li>• Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities.</li> <li>• Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground.</li> <li>• Snozzle® HRET – The Snozzle High Reach Extendible Turret is available in a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8.</li> <li>• Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years.</li> <li>Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information.</li> </ul> <p>The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.</p>
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41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies &amp; Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder.</p> <p><b>Pierce Sustainability Efforts</b> Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." Pierce is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities.</p> <p>Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate.</p> <p>Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years.</p> <p>Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index.</p> <p><b>Department of Energy's Better Buildings, Better Plants Program</b> Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness.</p> <p><b>ISO 14001:2015 Environmental Management System</b> To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder.</p> <p><b>Community – Goodwill</b> Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repackage the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.</p>
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42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference.</p> <p><b>CERTIFICATIONS:</b>  <b>ISO 14001:2015 Certification</b>  Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation.</p> <p><b>TRUE Zero Waste Certification</b>  The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level.</p> <p><b>AWARDS:</b>  The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18.</p> <p><b>Energy Efficiency Excellence Award</b>  The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production.</p> <p><b>Wisconsin Recycling Excellence Award</b>  The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts.</p> <p><b>GREEN / SUSTAINABILITY:</b>  <b>Dow Jones Sustainability Index</b>  Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices.</p> <p><b>World's Most Ethical Companies</b>  In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain.</p> <p><b>Green Masters</b>  The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve.</p> <p>Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.</p>
44	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships.</p> <p>Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength.</p> <p>Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered.</p> <p>Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.</p>

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the "manufacturer", warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.</p> <p>The standard Cab &amp; chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.</p> <p>Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).</p> <p>Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty.</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> <li>• Wear items</li> <li>• Normal adjustments and maintenance services.</li> <li>• Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.</li> <li>• Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.</li> <li>• Items subjected to misuse, negligence, accident, or improper maintenance.</li> <li>• Loss of time or use of the product, inconvenience, or other incidental expenses.</li> </ul> <p>The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.</p> <p>All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.</p> <p>Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle.</p> <p>Examples of base warranties are our structural warranties which carry a 100,000-mile limit.</p> <p>Extended warranties carry various mileage limits based on the specific coverage.</p> <p>Paint warranties are prorated based on age of the unit.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.</p> <p>Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.</p>
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.</p>

49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.  Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.  Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Combination of line item and percentage discount are provided in an attached PDF document identified as follows</p> <ul style="list-style-type: none"> <li>• Product Category</li> <li>• Identification ID#</li> <li>• Product Description</li> <li>• List Price</li> <li>• Percentage off per product</li> <li>• Line Item (Contract) Price</li> </ul> <p>The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.</p>
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.</p>
58	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis.</p> <p>Pre-Payment 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 listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.</p> <p>Payment &amp; pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a 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.</p> <p>Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an 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).</p>
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.</p>

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Pre-Delivery Expenses  Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.</p> <ul style="list-style-type: none"> <li>Factory inspection trips</li> <li>Weekly construction photo progress reports</li> <li>Orientation DVD specific to your apparatus</li> <li>Loose Equipment</li> <li>Engine and or transmission diagnostic software</li> <li>Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment</li> <li>Pre-delivery service consisting of basic fluids and filters</li> <li>Custom fabrication for tool mounting and communication equipment</li> <li>Other items as requested by customer and deemed sourced or open market</li> <li>Delivery</li> <li>Sales and other taxes, license, handling, or title fees are also not included.</li> </ul>	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Transportation Expenses  Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.</p>	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.</p>	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.</p> <p>All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.</p> <p>The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process. Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction.</p> <p>Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles.</p> <p><b>CUSTOM AND COMMERCIAL PUMPER PRODUCTS</b> Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.</p> <p><b>AERIAL PRODUCTS</b> Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.</p> <p><b>EMERGENCY RESPONSE VEHICLES -</b> Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle.</p> <p><b>RESCUE PRODUCTS</b> Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.</p> <p><b>TANKER PRODUCT</b> Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.</p> <p><b>SPECIALTY VEHICLES</b> Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle.</p> <p><b>Maxi-Metal Partnership</b> MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration.</p> <p>Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	*
72	Aircraft rescue and firefighting vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pierce has a variety of custom built chassis that you will find within the documents	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can be open source Offering is only in conjunction with a new order.....	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	<p>Pierce Master Technician Program</p> <p>The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE &amp; EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.</p>
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	<p>Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.</p>
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	<p>Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL).</p> <p>Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed.</p> <p>Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check.</p> <p>Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.</p>
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<p>CERTIFIED: UL/ULC</p> <p>NFPA 1901 UL Certification &amp; UL Canada (ULC) Certification</p> <p>Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.</p> <p>All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS.</p> <p>Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.</p>

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
  - [Financial Strength and Stability](#) - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
  - [Marketing Plan/Samples](#) - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
  - [Standard Transaction Document Samples](#) - SALES\_TEMPLATE\_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Fire_Apparatus_RFP_113021</b> Sat November 20 2021 12:53 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_3_Fire_Apparatus_RFP_113021</b> Thu November 11 2021 02:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fire_Apparatus_RFP_113021</b> Fri October 29 2021 09:20 AM	<input checked="" type="checkbox"/>	1



2525 West State Road 114  
Rochester, IN 46975  
(800) 700-7878  
Fax: (800) 865-8517

www.republicfirstnational.com

September 4, 2025

To: Chief Lawrence Best  
Vendor: Allegiance Fire & Rescue  
From: Angie Deming

Customer: City of Biddeford

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) New Pierce Ladder Fire Apparatus

Unit Cost: \$ 2,466,692.00  
100% Prepay Discount: \$ 95,000.00  
Net Financed: \$ 2,371,692.00  
Frequency of Payments: Annual

Term in Years:	<u>10</u>	<u>12</u>	<u>14</u>
Payments:	\$ 320,447.48	\$ 280,755.55	\$ 252,419.54
Factor:	0.13511	0.11838	0.10643
APR:	4.89%	4.99%	5.05%

Delivery Date: To be determined  
First Payment Due: September, 2027

- \* To qualify for the quoted rates, audited financial statements required.
- \* This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- \* Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,  
Republic First National Corporation

Angie Deming  
angie@rfnonline.com

*"Our Experts, Your Needs, Financing Done Right"*



## Who Qualifies for Low-Cost Financing?

- Municipalities
- Municipal Fire and EMS Departments
- Public Works Departments
- Educational Institutions

## Consider the advantages of lease purchase financing for your next purchase:

- 100% financing is available
- Competitive and affordable interest rates
- Flexible terms to meet your needs (monthly, quarterly, semi-annual and annual)
- Delayed payments (start paying next fiscal year)
- Ownership after your final payment
- Lower interest rates due to tax-exempt status

## CITY HALL

### You Can Finance:

- Police Cars
- Fire Apparatus
- Ambulances
- Buses
- Snow Plows
- Street Sweepers
- Dump Trucks
- Mowers
- Sewer Machines
- 911 Systems
- New Construction
- Building Expansion and Renovation
- Energy Management
- Computers & Copiers
- And More

To see if lease purchase financing is the best option for you, contact the experts at **Republic First National**.



### LEASE PURCHASE FINANCING

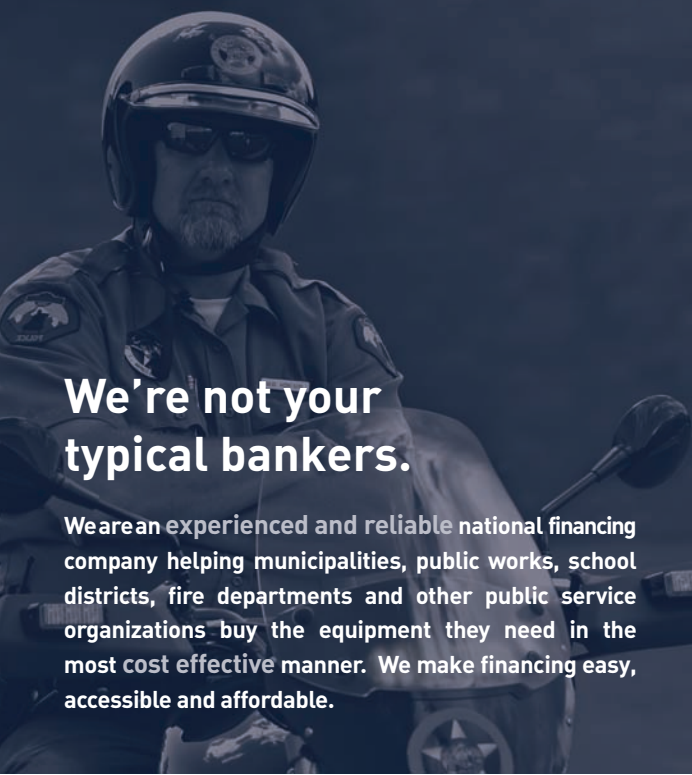
- No large, upfront cash outlay.
- Lease purchase financing provides for purchasing of an asset through installment payments.
- You build equity with each payment, and own the equipment after making the final payment. Unlike a car lease, this is not a rental plan.
- For municipalities, lease purchase financing is considered tax exempt financing. We are exempt from paying federal income tax on the interest. We pass those savings on to you in the form of lower interest rates.
- Lease purchase financing is not considered debt in most states, so only the current year's lease payment is included in your budget and no voter approval is required.

Keep in mind lease purchase financing is not a rental plan. You **build equity** with each payment and **own the equipment** at the end of the repayment term.

**800.700.7878**

or visit

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



## We're not your typical bankers.

We are an experienced and reliable national financing company helping municipalities, public works, school districts, fire departments and other public service organizations buy the equipment they need in the most cost effective manner. We make financing easy, accessible and affordable.



### Why Use Republic First National?

**Experienced** – Our trained team is exclusively focused on municipal financing.

**Dependable** – We are here when you need us for a quick funding turnaround or to answer your questions.

**Friendly** – Our team of friendly professionals will guide you through the process painlessly, preparing the proper paperwork and clearly explaining every step.

**Satisfied Customers** – Our business depends on satisfied customers. We've built our reputation on delivering simple, quick and affordable financing.

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Rochester IN 46975



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## WHAT MAKES LEASING ATTRACTIVE TO FIRE AND EMS DEPARTMENTS?

**(800) 700-7878 • [www.republicfirstnational.com](http://www.republicfirstnational.com)**

### **HASSLE FREE CREDIT PROCESS**

For equipment under \$150,000, all the Department fills out is a one page credit application and sends it in with the Department's last three year-end financial statements.

### **FLEXIBLE TERMS.**

Payment terms can be arranged to suit the available budget. You can make your payments over 2 to 15 years (depending upon the equipment).

**\* Annually \* Semi-Annually \* Quarterly \* Monthly \***

### **OWNERSHIP OF THE EQUIPMENT.**

During the lease, title to the equipment usually resides with the lessee so that the Department's sales and property tax exemptions apply. After completing the payments the Department owns the equipment, there is no balloon or residual payment at completion.

### **PAY IT OFF AT ANY TIME.**

If funds become available, the lease can be paid off at any time after completion of the first fiscal year. A detailed schedule showing the purchase option after each payment is provided for the Department.

### **DEFERRED PAYMENTS.**

Deferrals, down-payments and advanced payments can also be arranged for the Department's benefit. Up to 100% of the equipment cost can be financed, and training and maintenance can also be included. Lease Purchase is an ownership plan, not a rental.

### **NOTHING DOWN.**

Under most payment plans, no down payment or security deposit is required. However, structuring the lease with advance payments may lower the net cost of financing to the lessee. Republic First National Corporation can also defer the 1st payment up to one (1) year.

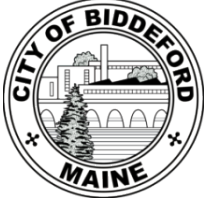
### **NO VOTER APPROVAL IS NECESSARY FOR MUNICIPAL DEPARTMENTS.**

Lease Purchase financing allows the Municipal Departments to get the equipment they need immediately without waiting for voter approval through a bond issue.

### **NON-APPROPRIATION.**

Leases for municipal departments are characterized by a Non-Appropriation clause which specifies that the lease may be terminated in the event funds are not made.





## Capital Projects / Operations Committee

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**Meeting Date:** November 12, 2025

**Meeting Time:** 6:00 PM

**Agenda Item** 5.c

**No:**

**Item** Approval To Sign Contract To Place The Order To Purchase A New Fire

**Description:** Department Ambulance

**Submitted By:** Lawrence D. Best, Fire Chief

### **Key Terms:**

Fire Department Ambulance Order and Purchase

### **Executive Summary:**

The Fire Department is asking that consideration and approval be given to sign a contract to place an order for a new ambulance using the Sourcwell cooperative purchasing process.

The Sourcwell cooperative purchasing procurement process is conducted by, or on behalf of, one or more public procurement units. Sourcwell's analysts streamline procurement by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. We have gone through Sourcwell for this purchase and are using their costs. The City of Biddeford is a member of Sourcwell (#1,368) and has used Sourcwell in the past for these types of purchases.

The Fire Department staff along with the DPW Fleet Maintenance Shop staff have worked through the process to spec a new 2028 Dodge Ram PL Custom Emergency Vehicle Type I Ambulance with Sugarloaf Ambulance/Rescue Vehicles at a cost of \$495,534.00. If approved to sign the contract to place the order, the order will go into the que upon signing with an estimated delivery time of thirty (30) to thirty-six (36) months.

### **Detailed Review:**

The Fire Department is seeking approval for the purchase of one new ambulance from the Sugarloaf Ambulance/Rescue Vehicles for a cost of \$495,534.00.

The Fire Department and DPW Fleet Maintenance Staff have worked with the vendor/manufacturer of the most recently purchased ambulances, which was from Sugarloaf

Ambulance/Rescue Vehicles, to update and develop specifications for this vehicle, which will be constructed by P.L. Custom. The purchase of this ambulance would be through Sourcewell, which is a cooperative purchasing program. Sourcewell is a nationwide government procurement service striving to make the governmental procurement process more efficient. They hold hundreds of ready-to-use competitively solicited contracts. We have gone through Sourcewell for this purchase and are using their costs. The City of Biddeford is a member of Sourcewell (#1,368) and has used Sourcewell in the past for these types of purchases.

The funds for the ambulance would be due in two parts/payments. The first payment will be due when the Dodge chassis arrives at the manufacturer. The second payment will be due upon the final inspection and delivery of the vehicle, which will be an estimated delivery time of thirty (30) to thirty-six (36) months after the signing of the contract. The chassis payment is standard among the various manufacturers and typically costs 17 to 25% of the total cost for the ambulance purchase.

At this time, it is anticipated that this vehicle could be an addition to the fleet based on the future need to staff three ambulances full-time and the potential construction of an Eastern Fire/EMS Station. This determination will be made upon delivery of the new Ambulance and the operational needs of the Department and City at that time. The estimated delivery time for the chassis is FY27/FY28 during the timeframe of March to August 2027. The estimated delivery time for the completed ambulance is FY28/FY29 from June to November 2028.

**Funding Source:**

The amount requested for the purchase of this Dodge Ram Type I Ambulance is \$495,534.00. The funding source will be through the City CIP budget process. Payments will be made in two (2) installments, with the first being for the cost of the chassis at the time it arrives at the manufacturer and the second payment is in full upon completion of the final inspection and acceptance upon delivery.

**Staff Recommendation:**

Staff recommends moving forward with signing the contract to purchase from the Sugarloaf Ambulance/Rescue Vehicles a 2028 RAM 5500, P.L. Custom, Type 1 Ambulance for a total of \$495,534.00.

**Next Steps:**

Present this request to the Finance Committee followed by the City Council for their consideration and approval.

**Attachments:**

- 1. Purchase Sale Agreement Biddeford 2028
- 2. Biddeford Fire Department 2028 RAM
- 3. Sourcewell PL Custom Contract 122123



# PURCHASE AND SALE AGREEMENT

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THIS PURCHASE AND SALE AGREEMENT IS ENTERED INTO BETWEEN  
SUGARLOAF AMBULANCE / RESCUE VEHICLES AND

## **BIDDEFORD FIRE DEPARTMENT**

In consideration of the payment described below, Sugarloaf Ambulance / Rescue Vehicles will deliver a 2028 RAM D-5500, P L Custom Emergency Vehicles, Type I Ambulance, as described in the enclosed specifications, with the options specified.

Unless otherwise noted herein, the purchase price agreed to is due on day of delivery. Delivery to BIDDEFORD Fire Department, shall be paid by Sugarloaf Ambulance / Rescue Vehicles. An inspection of the vehicle, as specified shall be made by the purchaser, prior to accepting the vehicle. Payment, in full, shall be made at this time.

**The price delivered to BIDDEFORD Fire Department is:**

**\$495,534**

Payment shall be made to Sugarloaf Ambulance / Rescue Vehicles.

The purchaser agrees to pay \$ \_\_\_\_\_

Sugarloaf Ambulance / Rescue Vehicles delivery dates are uncertain due to the Ford Chassis shortage.

**Keith Stuart**

SUGARLOAF AMBULANCE / RESCUE VEHICLES  
Scan & return to : kgstuart@twc.com

---

**BIDDEFORD Fire Department**

QUOTATION

Sugarloaf Ambulance / Rescue Vehicles

Biddeford Fire Department  
 152 Alfred Street  
 Biddeford, Maine 04022  
 207-282-6632

Sugarloaf Ambulance Rescue Vehicles  
 PO Box 579  
 Alfred, ME 04002  
 207-251-9990  
 kgstuart@twc.com

**Exp. Date:** 06/04/2025  
**Quote No:** 10036-0001  
**BODY:** CLSC170 Type 1 Classic, 170" 108"CA

05/06/2025

Page 1

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		<b>== Type 1 Classic, 170" 108"CA - 34.110</b>		<b>PLG</b>		
		<b>04/23/25 ==</b>				
00-00-0100		PL Ambulance - Release 34.11 effective 04/23/25	1	PLG	0.00	0.00
00-05-0100	<	** Quote Terms **	1	PLG	0.00	0.00
All chassis are subject to availability.						
Quoted body pricing is valid for 30 days from receipt or until the next data release.						
Chassis pricing for PL Supplied chassis is subject to any OEM chassis manufacturer surcharges and model year increases.						
An ambulance or rescue vehicle order, submitted utilizing a chassis that cannot be provided or ordered, (chassis order banks not open, no available allocation, or otherwise unknown), will NOT be processed until such time that the chassis can be ordered and assigned.						
Upon receipt of chassis VIN and firm chassis production schedule, or chassis receipt, the vehicle order can then be considered "buildable".						
Once entered into "buildable" order status and when loaded into the PL Custom production schedule, prioritized by order entry date, the body can then be processed for approval and priced on most current pricing and data release in place.						
This applies to both PL Custom and customer/dealer supplied chassis.						
00-11-7065	S <	170" CLASSIC BODY, 72" Headroom, w/Drop Skirt	1	PLG	182433.00	182433.00
Overall Vehicle Dimensions:						
Length: 308"						
Width: 99"						
Height: 112" (+/- 2")						
Exterior Modular Body Dimensions:						
Length: 170"						
Width: 97"						
Height: 91"						
Interior Modular Body Dimensions:						

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Length: 165" Width: 90 3/4" Height: 72"				
03-00-1240	< >	Chassis Type -Dodge (w/ required Conversion upgrades) All chassis options & upgrades must be reviewed/edited when changing chassis type. Paint must be reviewed/edited due to possible OEM white changes The included Dodge Conversion upgrades are: Electrical circuits, wire and harness routing, and walk-thru construction	1	PLG	1950.00	1950.00
		<b>EXTERIOR</b>		<b>PLG</b>		
10-10-1100	<	Modular Body Construction SAE J3057 Compliant	1	PLG	0.00	0.00
10-10-2000	<	Structural Integrity Warranty The structural integrity of the body shall be guaranteed for the life of the unit, as long as the original purchaser shall own it.	1	PLG	0.00	0.00
10-10-2070		Finite Element Analysis	1	PLG	0.00	0.00
10-10-2100		Compartments, Aluminum Diamond Plate, welded	1	PLG	0.00	0.00
10-12-2000		Type I, Classic, Cab to body Pass-thru	1	PLG	0.00	0.00
10-15-4000		Body mounting, Type I, rubber donuts, L-Duty	1	PLG	0.00	0.00
10-20-3300		Lowered Body Skirts, with Intermediate Step	1	PLG	0.00	0.00
10-30-1000	<	Curbside 6" Dropskirt Drop skirt on curb side to be 6" i//o 3" Requires Side skin change, stepwell change, Entrance door height change and "D" door height change	1	PLG	1500.00	1500.00
10-30-1100	<	Streetside 6" Dropskirt Drop skirt on street side to be 6" i//o 3" Requires Side skin change, "A" door height change and "B" door height change.	1	PLG	1500.00	1500.00
		<b>EXTERIOR DOORS, AMBULANCE</b>		<b>PLG</b>		
11-10-1060	<	Trimark 1875 Paddle Handle Power Locking, Entrance. Doors Qty(3) The door system shall include emergency override latch levers in upper and lower locations of each entrance door. Levers are visible with red coating and intended for emergency use in the event of a non-functioning handle.	1	PLG	0.00	0.00
11-10-4060	<	Trimark 1875 Paddle Handle Power Locking, Std Compt Doors (6) Tied to OEM Power Door Lock Switch	1	PLG	0.00	0.00
11-20-1800	>	Gas Spring Pneumatic Door Checks -Classic & Titan	1	PLG	0.00	0.00
11-20-2020		Compartment "A" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-2030		Compartment "C" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-2050		Compartment "E" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-3000		Compartment "D" Door to Check Past 90 Degrees	1	PLG	0.00	0.00
11-20-5000		Grabber Rear Doors Hold Open, Top Mount, Polished Aluminum	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
11-30-1000	>	Side Entrance Door Nylon Strap w/ Footman loops	1	PLG	200.00	200.00
11-30-1010	< >	Body Compartment Door(s) Nylon Strap w/ Footman loops (ea.) Specify Quantity and Location: Qty: 4 Loc: "A" "C" "D" "E"	4	PLG	200.00	800.00
	<	<b>COMPARTMENT LAYOUT</b> Exterior compartment dimensions reflect wall to wall measurements.		<b>PLG</b>		
12-10-2035		"A" Left Front - 20w x 86h x 21d -(w/Oxygen window)	1	PLG	0.00	0.00
12-15-100B		"B" Left Side 1/2 High -43w x 42h x 20d	1	PLG	0.00	0.00
12-20-1435	<	"C" Left Rear, 3/4 High, outside access, Oversized Width, -32w x 59h x 20d NOTE: Options selected below left rear counter may require a "box-out" due to space limitations	1	PLG	1200.00	1200.00
12-25-100A		"D" Right Front, In-Out Access -20w x 55h x 33d above floor -20d below floor	1	PLG	0.00	0.00
12-30-150B		"E" Right Rear, with In/out to Center Aisle -24w x 83h x 21d	1	PLG	0.00	0.00
		<b>COMPARTMENT DOOR PANELS, MATS, DECKING</b>		<b>PLG</b>		
13-20-1000		Compartment Door Panels, Alum, Diamond Plate	1	PLG	0.00	0.00
13-30-1P10		Polycoated Compt & Entrance Door Sills, Compt Floors, Area Behind Rub Rails, Black	1	PLG	1500.00	1500.00
13-30-2000		Vent Compartments to Exterior of Vehicle	1	PLG	0.00	0.00
13-40-1000		Dri-Dek, Floors of Compartment, Black	1	PLG	0.00	0.00
13-40-2500		Rubber Mat, Shelves, Exterior Compartment	1	PLG	0.00	0.00
13-40-2800		Turtle Tile Slip Resistant Stepwell Mat (removable)	1	PLG	0.00	0.00
		<b>COMPARTMENT CONFIGURATIONS AND EQUIPMENT</b>		<b>PLG</b>		
13-41-0160		Oxy Bracket, w/Adjustable Shelf, Compartment A, (No Light Under Shelf)	1	PLG	185.00	185.00
13-42-0300		(2) Adjustable Shelves, for compartment "B"	1	PLG	439.00	439.00
13-43-0250		(1) Adjustable Shelf, for compartment "C"	1	PLG	226.00	226.00
13-47-0470	<	Full Height Divider w/(3) Adjustable Shelves Compartment "E" Long Equipment Storage Compartment "E" Divider to be 12" off front wall w/10" shelves.	1	PLG	631.00	631.00
13-70-0200		Bulbous mounts for (2) backboards Compt. "E"	1	PLG	150.00	150.00
13-70-0700		Hanger for Ferno EXL or #65 Scoop Compartment "E"	1	PLG	100.00	100.00
13-70-4000	S < >	Zico "Corner" Mount, Factory Supplied -(for SCBA) Mount Factory Supplied ZICO Model # ABS Mount, in corner of compartment.  Location: "C" Compartment Mount 24: from the floor	2	PLG	185.00	370.00
13-70-4400	S < >	SCBA Zico (KD-UH) Walk-Away Bracket #5 Clip (new, price ea)	2	PLG	175.00	350.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Qty. (2) Location: Compartment "C" , 6" from the shelf above				
13-90-S001	S	(1) Adjustable Shelf, for compartment "C", 11" from the ceiling	1	PLG	0.00	0.00
13-90-S002	S	PAC mount Coat hooks in Compartment "C"	1	PLG	0.00	0.00
		<b>REAR STEP BUMPER</b>		<b>PLG</b>		
14-10-2700		Lift-up Rear Step, Recessed, -Lic. plate left body	1	PLG	0.00	0.00
14-10-4000	<	Rear step to have additional grip strut An additional grip strut shall be mounted to center portion of rear step. This will bring the level of the center within 3/4" of the rear bumpers.	1	PLG	250.00	250.00
14-20-1000		Rear Dock Bumpers, Bolted to Bumper Ends <b>ALUMINUM DIAMOND PLATE ACCESSORIE</b>	1	PLG <b>PLG</b>	0.00	0.00
15-10-1000		Front Corner Stone Guards, Polished Diamond Plate	1	PLG	0.00	0.00
15-15-1000		Front Body Stone Guard, Polished Diamond Plate	1	PLG	0.00	0.00
15-20-1050	>	Rub-Rails, C-Channel, Offset, Satin Finish	1	PLG	0.00	0.00
15-30-3060	<	Running Brds, Non-slip Diamond Plate w/grip strut inserts (Dodge) Includes rubber mud flap	1	PLG	1578.00	1578.00
15-55-1000		Rear Diamond Plate Panel & Tall Corner Guards	1	PLG	375.00	375.00
15-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
15-90-S001	S	Smooth aluminum under Fuel Fill Housing and DEF	1	PLG	500.00	500.00
		<b>EXTERIOR TRIM</b>		<b>PLG</b>		
16-10-1000		Fenderettes, Rolled, Polished Stainless Steel	1	PLG	0.00	0.00
16-30-1500		License Plate Holder w/LED Lt,Cast Prod Polish, Lt Side Body	1	PLG	0.00	0.00
16-35-1100		Fuel Fill Housing, Cast products, Polished (Dodge)	1	PLG	0.00	0.00
		<b>EXTERIOR, MISCELLANEOUS</b>		<b>PLG</b>		
17-50-1000		Undercoat Body	1	PLG	0.00	0.00
		<b>BODY WINDOWS</b>		<b>PLG</b>		
18-10-2000		Window, Side Door (18"W x 22"H), Frameless, Fixed, 24% Tint	1	PLG	0.00	0.00
18-20-2000		Windows, Rear Doors, (15"W x 22"H), Frameless, Fixed 24% Tint	1	PLG	0.00	0.00
18-50-1000		Privacy Tint, Mylar, Side and Rear Doors	1	PLG	350.00	350.00
		<b>INTERIOR CONSTRUCTION</b>		<b>PLG</b>		
20-00-1000		Interior Construction Type - Standard Cabinets <b>INSULATION</b>	1	PLG <b>PLG</b>	0.00	0.00
20-10-1000		Insulation, Interior Body	1	PLG	0.00	0.00
20-10-2000		Sound Deadened Insulation, Entrance Doors	1	PLG	0.00	0.00
20-10-3000		Sound Deadened, Compartment Doors	1	PLG	0.00	0.00
20-10-5000		Sub-Floor, Expanded PVC Polymer	1	PLG	0.00	0.00
		<b>FRONT BULKHEAD</b>		<b>PLG</b>		

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
21-10-0520	<	Type I, Classic, Cab to body Pass-thru, Hinged Window Hinged Clear Acrylic window. With standard, wood cabinet construction, the window will open and rest against Right Front Cabinet. The window will rest against rubber gasketing lining the window frame when closed.	1	PLG	450.00	450.00
21-30-1000		Climate Control Unit Over Cab to Body Passage	1	PLG	0.00	0.00
21-40-1500	<	Electrical Power Distribution Cabinet, Access Panels, Black Polycoat Black polycoat cover with an access panel with flush locking trigger latches	1	PLG	0.00	0.00
<b>RIGHT FRONT CABINET</b>				<b>PLG</b>		
21-45-2000		Right front upper w/ 1/2" acrylic doors, 1 shelf	1	PLG	185.00	185.00
21-50-1000		Right front Lower, inside/outside storage	1	PLG	0.00	0.00
21-50-2100	<	Right front Lower, (1) adjustable shelf Shelf to be lined with ribbed rubber mat.	1	PLG	-50.00	-50.00
21-60-3100		Right Front Lower, with Austin Life Defender Doors - Single Release	1	PLG	500.00	500.00
21-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
21-90-S001	S	Pull-out tray, Remove 2" edge, (On Cabinet Floor) right front Lower, Qty (1)	1	PLG	600.00	600.00
<b>RIGHT SIDE BENCH LAYOUT</b>				<b>PLG</b>		
22-00-2700	>	"Medic in Mind" Rgt Side Squad Bench upgradeable Layout -(*See photo)	1	PLG	0.00	0.00
22-00-2830	< >	Squad Bench,Rgt side, 2/3 Length -(*See Photo) -no rearward cabinet 2/3 Length Bench, extending from (forward) "Medic in Mind" cabinet to "E" compartment cover. (Eliminates rearward "Medic in Mind cabinet") Approximately 60" long	1	PLG	0.00	0.00
22-21-0100		Backrest, Individ., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG	0.00	0.00
22-24-0650	>	No Armrest -Recessed storage, below	1	PLG	-162.00	-162.00
22-25-4600	< >	Recessed "D" bottles, head of Squad Bench, at stepwell See "D" bottle storage brackets selected in section # 80-43-XXXX	1	PLG	0.00	0.00
22-26-1100		Right Side Forward Cabinet -Medic In Mind (below counter level storage)	1	PLG	375.00	375.00
22-26-1200	<	Rgt side Forward -ALS Three (3) Drawer Storage Unit, Facing seat -(See photo) All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG	893.00	893.00
22-26-4600	< >	Solid Surface counter, Flat, NO Lip, Rt front, Color: Steel Gray Tempest 9194TM Flat style to accommodate equipment	1	PLG	279.00	279.00
22-27-1000	>	Rgt side forward upper 45 degree interior cabinet-(see Photo for Green+ options)	1	PLG	500.00	500.00
22-27-1200		*** No Radio Cutouts Provided in 45* Pod Above Squad Bench	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
22-30-2000		Squad bench lid, Positive hold down device	1	PLG	0.00	0.00
22-45-1015	< >	Overhead cabinet 13-1/4" OAH-Life Defender lift-up re-stocking doors Includes 1 adjustable shelf	1	PLG	425.00	425.00
		Selecting this cabinet will void KKK compliance for 43" headroom above squad bench for vehicles 72" Headroom or less with standard height seating.				
22-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
22-90-S001	S	Mount switch panel as low as possible	1	PLG	0.00	0.00
22-90-S002	S <	Rgt side upper interior cabinet- Hinged Acrylic Doors (3) Includes two gas shocks per door	1	PLG	0.00	0.00
22-90-S003	S	Drop in Sharps Container rear of squad bench	1	PLG	0.00	0.00
22-90-S004	S	Single slide out trash head of bench into aisle	1	PLG	0.00	0.00
		<b>LEFT SIDE MIDDLE (Base Cabinet)</b>		<b>PLG</b>		
23-10-1050	< >	Left side attendant seat (CPR Seat)- Double Wide (on certain models)NO left rear counter & NO below counter options available.	1	PLG	575.00	575.00
23-10-3060	>	Backrest, Individ., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG	0.00	0.00
23-10-4650	>	Seat cushion, lift-up, w/ latch, interior storage-Double Wide	1	PLG	1500.00	1500.00
23-10-5200	< >	Cab. above Lft side attn. seat, Life Defender lift-up restock.-Double Wide Overall depth: 8 5/8" Note: Selecting this option will reduce headroom below 43" and is non KKK compliant.	1	PLG	1075.00	1075.00
23-10-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
23-10-S001	S <	Left side middle upper interior cabinet- Hinged Acrylic Door Includes two gas shocks	1	PLG	0.00	0.00
		<b>LIFE SUPPORT STATION</b>		<b>PLG</b>		
23-30-2000		Switch pod, above counter, vinyl covered	1	PLG	0.00	0.00
23-30-2020		Rear Main Switch Panel Located on Right Side	1	PLG	600.00	600.00
23-30-2250		**No Radio Cut-Outs to be provided in LSS**	1	PLG	0.00	0.00
23-31-4000	<	Cab head of sw/pod w/ MedVault(Customer supplied)& hinged acrylic door(No Shelf) The cabinet will be divided into 2-independent sections, one above the other. Top section will support installation of MedVault (Large Capacity - Surface Mount) with WiFi. Rear cabinet wall will have a cutout for WiFi antenna. Bottom section will be a storage cabinet. MedVault to be supplied and installed by Customer/Dealer	1	PLG	325.00	325.00
23-32-0950	< >	(Reduced Hgt) Upper cabinet, 45 deg, w/Life Defender sliding doors, 1 shelf The Interior Height of this cabinet will approximately be 14-1/2" High Pass thru opening approx. 12".	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
23-34-1500	>	Solid Surface counter, 1" lip, Left front, Color: Steel Gray Tempest 9194TM	1	PLG	1166.00	1166.00
23-36-7500	<	ALS Three (3) Drawer Storage Unit, Below L/S/S Counter All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG	893.00	893.00
23-39-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
23-39-S001	S <	Auxiliary Switch Panel, LSS There shall be a six (6) switch auxillary panel located under the upper cabinet in the LSS. It shall contain, Suction, Oxygen, Door lock/unlock Dome lights left, dome lights right and exhaust fan. Please leave suction switch in main panel as well. Duplicate	1	PLG	1100.00	1100.00
23-39-S002	S <	(2) Glove Storage on 45* Cabinet Door Storage of (2) glove boxes on inside of door with hand holes cut on door to access gloves. Additional storage will be provided in cabinet with a shelf sized to allow for the gloves stored on the door. A SouthCo Latch will be located at the base of opening, near CPR seat, LSS side. Locate hinge to rear side of vehicle. Design TBD engineering review.	1	PLG	250.00	250.00
23-39-S003	S <	Drop-in Sharps LSS counter Color: Steel Gray Tempest Cut out for Sharpster: 10 1/2" X 4 1/4" Location:Rear of counter against wall, in counter	1	PLG	550.00	550.00
23-39-S004	S <	Supply and install "Knox Box" med vault 2 w/wifi,head of L/S/S Knox Box med vault will be active with hot power.	1	PLG	2500.00	2500.00
23-39-S005	S <	Upper interior cabinet- Hinged Acrylic Doors (2) Includes two gas shocks per door	1	PLG	0.00	0.00
<b>LEFT REAR STORAGE CABINET</b>				<b>PLG</b>		
23-40-1055	<	Left rear full cabinet,upper,45deg w/Life Defender lift-up restocking door Sliding cabinet doors w/lift-up restocking - 45 deg hinged door to be a White Acrylic overlapping door to act as a dry-erase, writing surface.  Includes (1) adjustable shelf, installed in the restocking portion of the cabinet and (1) adjustable shelf, installed in the 45 degree portion Includes Austin Life Defender Lift Up Restocking Door.	1	PLG	425.00	425.00
23-42-1010	>	Delete Left Rear Counter (Only valid with certain options, see notes)	1	PLG	0.00	0.00
23-45-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
23-45-S001	S <	upper interior cabinet- Hinged Acrylic Door Includes two gas shocks	1	PLG	0.00	0.00
<b>RIGHT REAR CABINET</b>				<b>PLG</b>		
23-70-0850	<	Right Rear In/out to Compartment "E", Facing Center Aisle	1	PLG	250.00	250.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		In / Out:				
		Dimensions: 8" wide 40 1/2" high - (with 72" & 75" Headroom)				
		Dimensions: 8" wide 36 1/2" high - (with 68" Headroom)				
		With Hinged Acrylic Door				
		<b>INTERIOR CABINET DOORS</b>		<b>PLG</b>		
24-10-3M00		Cabinet doors, Polycarbonate/Acrylic, Tinted	1	PLG	0.00	0.00
24-15-1000	<	Handles, full length, sliding doors SAE J3058 Compliant	1	PLG	0.00	0.00
24-20-1000		Positive closure devices hinged doors	1	PLG	0.00	0.00
24-25-1000		Unistrut, interior cabinet shelves, "Mini"	1	PLG	0.00	0.00
		<b>ENTRANCE DOORS</b>		<b>PLG</b>		
24-30-2000		Ent. Door panels, 3 section	1	PLG	0.00	0.00
		<b>ABOVE DOOR HEAD BUMPERS</b>		<b>PLG</b>		
24-35-0100		Side Door Head Bumper	1	PLG	0.00	0.00
24-35-0500		Rear Door Head Bumper	1	PLG	0.00	0.00
		<b>GRAB RAILS</b>		<b>PLG</b>		
25-10-1000		Grab rail, 72", s/steel, over squad bench	1	PLG	214.00	214.00
25-10-1500		Grab rail, 72", s/steel, over cot	1	PLG	214.00	214.00
25-10-3570	<	Grab rail, "L" Shaped, Facing Stepwell - (Requires a fwd Cabinet) Grab rail mounted on the "step area" side of the forward custom squad bench cabinet.	1	PLG	185.00	185.00
25-10-3600		Grab rail, 18", at rear entrance doors, (2)	1	PLG	197.00	197.00
25-11-1A00		Grab rail, 45 deg, side entrance door, (1)	1	PLG	270.00	270.00
25-12-2000		Grab handle, spring loaded, rear ent door (2)	1	PLG	0.00	0.00
25-49-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
25-49-S001	S <	12" grab rails Shipped Loose. Ref: 25-10-V012	1	PLG	130.00	130.00
		<b>SEAT BELTS</b>		<b>PLG</b>		
25-50-2000		Seat belt, attendant seat, Qty (1)	1	PLG	0.00	0.00
25-51-2026		(2) Six point Seat Belt Harnesses w/ Cft Pads - Curbside (MiM w/o Pt Restraint)	1	PLG	1770.00	1770.00
25-51-2036		(1) Six point Seat Belt Harness w/ Comfort Pads - Street Side Double Wide Seat	1	PLG	885.00	885.00
		<b>COT MOUNT and COT MODEL</b>		<b>PLG</b>		
26-35-1000	<	Power Load Fastening System w/Floor Plate, NO Mini Rail (SAE Compliant) Stryker Power Load All components provided by PL Custom. PL Custom will supply and install a Stryker Power Load Cot Fastening System w/inductive charging, and Floor Plate. Does not include Mini Rail or Mass Casualty Floor Plate for Mini Rail. Does not include cutout in the floor for the installation of a Mini Rail Plate. Requires 15 amp Battery Charging circuit. The Power Load charging circuit will be wired 12V	1	PLG	35557.00	35557.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		hot unless otherwise specified.				
26-35-1374	<	Install Stryker Floor Plate 4.5" forward from inner edge of rear sill plate This position is the maximum the cot can be in order to not raise the rear step.  Mini Rail Plate will be moved along with the Floor Plate - if applicable.	1	PLG	125.00	125.00
26-46-S000	>	** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
26-46-S001	S	Stryker Cot, Power Load-SAE Compliant, Power-Pro XT Model 6506SMRT	1	PLG	34735.00	34735.00
		<b>I.V. HOLDER</b>		<b>PLG</b>		
26-50-1M20	< >	Rubber I.V. holder, dual, recessed, Raceway, (ILOS over cot) Location: Forward edge of IV Holder to be between 30-40" from Front Head Bumper.	1	PLG	70.00	70.00
26-50-2120	< >	Rubber I.V. holder, dual, recessed, Raceway, (ILOS over squad bench) Location: Rearward edge of IV Holder to be 30"-40" from Rear Head Bumper.	1	PLG	70.00	70.00
		<b>INTERIOR COLORS</b>		<b>PLG</b>		
27-10-1000		Ceiling, white Thermoplastic	1	PLG	0.00	0.00
27-10-1500		Upper Laminate - Fashion Grey D381-60	1	PLG	0.00	0.00
27-10-4200		Lower Laminate - Fashion Grey D381-60	1	PLG	0.00	0.00
		<b>INTERIOR UPHOLSTERY</b>		<b>PLG</b>		
27-20-5000		Upholstery, Flat-Seamless	1	PLG	0.00	0.00
27-20-5800		Upholstery Color: Brt. Blue	1	PLG	0.00	0.00
		<b>ATTENDANT SEAT</b>		<b>PLG</b>		
27-35-2000		Attendant seat mounted in center position	1	PLG	0.00	0.00
27-36-3200		Blue, Attn Seat, EVS 18703,w/Child Seat,3 Pt. Harness, ABS Back,Swivel, Sewn	1	PLG	2012.00	2012.00
27-37-0120		** Confirm Seat color** - BRIGHT BLUE is the vehicle upholstery color	1	PLG	0.00	0.00
		<b>FLOORING</b>		<b>PLG</b>		
27-52-4300		Loncoin II Flecks, (disc) Black Topseal (C150TS)	1	PLG	888.00	888.00
27-55-2000		Flooring rolled up side walls 3"	1	PLG	0.00	0.00
		<b>CAB CONSOLE</b>		<b>PLG</b>		
27-72-1100	< >	Type I, Floor Mount, switches, siren/radio-(Includes cup holders) -Dodge (2) Cup holders are included in the lower portion of the console	1	PLG	0.00	0.00
27-75-0100		**No Radio Cut-Outs to be provided in Cab Console**	1	PLG	0.00	0.00
27-75-2000	< >	Map Box, Type I, Behind Cab Console -(1 model available for Classics) includes (1) lexan divider	1	PLG	300.00	300.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
<b>MISCELLANEOUS INTERIOR</b>						
28-45-1300	< >	Glove box holder for (2) Boxes recessed -over Side ent door Storage for (2) glove boxes over side entrance door with a hinged, lexan door and front facing access holes.  NOTE: Width of right front upper cabinet must be decreased by approx. 3" as it will interfere with the glove box storage.  Fits: (2) * Boxes @ 9-5/8" x 5" x 3-1/8" ea.	1	PLG PLG	300.00	300.00
28-50-1000		Fasten Seat Belt/No Smoking Sign	1	PLG	0.00	0.00
29-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
29-90-S001	S	IV Warmer, Smithworks 12Volt, Shipped loose	1	PLG	475.00	475.00
<b>OXYGEN AND SUCTION</b>						
30-10-1000		Oxygen Outlet, Amico, dual, Life Support Station Switch Pod	1	PLG	0.00	0.00
30-10-2000		Oxy Outlet, Amico, single, right side- In Overhead Cabinet	1	PLG	0.00	0.00
30-10-5040	< >	Recessed Oxygen Port in ceiling raceway, Front-Right side Flow selector control The oxygen port will be located approximately 36" ( +/- length of O2 mounting plate) from the front head bumper. This oxygen port will be controlled by the constant flow selector valve and the O2 outlet at the right side. The constant flow selector valve is included in this option . The hose from the valve to port will be routed as inconspicuously as feasible based on cabinet design. The O2 outlet is not included in this option, therefore one must be selected.	1	PLG	694.00	694.00
30-20-1000		Oxygen Solenoid, Amico, w/ manual override & switch	1	PLG	374.00	374.00
30-30-1000		Suction pump, electric, Sscor, Switch in Rear Main Switch Panel	1	PLG	0.00	0.00
30-30-2400		Collection Bottle, SSCOR Disp.w/ canister clip, White Regulator (KKK Compliant)	1	PLG	62.00	62.00
30-30-3000		Vacuum Outlet, Amico, w/diamond adapter, LSS Sw Pod	1	PLG	263.00	263.00
30-40-1000	< >	Oxygen Gauge, tank pressure, 2", ( LSS Area) Note: When a "45 degree" upper cabinet is selected, the 2" gauge is located on the 45 degree cabinet fascia. When a "squared off" upper cabinet is selected, the 2" gauge is located in the LSS switch-pod, just beneath the SSCOR regulator.	1	PLG	540.00	540.00
30-50-2200	< >	Oxygen Bottle Holder, Steel, "M" Cyl, Sentramatic For Steel "M" size tank The Bracket is located on the "Aft" wall.	1	PLG	600.00	600.00
30-60-4000		Regulator, Oxygen, Large Tank, (PLC-9662)	1	PLG	210.00	210.00
30-80-1000		Wrench, Oxygen Cylinder - (wall mounted)	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
<b>ELECTRICAL</b>				<b>PLG</b>		
40-00-0500	<	Electrical System Warranty The Electrical System shall be warranted for the life of the unit, as long as the original purchaser shall own it.	1	PLG	0.00	0.00
40-00-1200		Electrical 12 VDC, Classic-Series	1	PLG	0.00	0.00
40-00-1900		Electrical 12 VDC Specifications	1	PLG	0.00	0.00
<b>CAB ELECTRICAL</b>				<b>PLG</b>		
41-20-0850		Batteries, Dual Dodge OEM, 1460CCA -(under hood) (Cummins Diesel)	1	PLG	0.00	0.00
41-30-3750		Module Activation, Ignition Switch	1	PLG	0.00	0.00
41-50-1000		Cab Under hood & Fender Electrical Connectors - Deutsch Type	1	PLG	0.00	0.00
<b>SWITCH PANEL</b>				<b>PLG</b>		
42-10-1000		Voltmeter, Digital 8 to 18 volt, lighted	1	PLG	0.00	0.00
42-10-2400		Low Voltage Alarm, Indicator & Cancel Switch	1	PLG	0.00	0.00
42-15-2500	>	Rocker Switches, Carling Contura V	1	PLG	0.00	0.00
42-20-0500		Battery On indicator light	1	PLG	0.00	0.00
42-20-1000		Warning Indicator, Door open, Red	1	PLG	0.00	0.00
42-20-2000		Warning Indicator, Compt open, Amber	1	PLG	0.00	0.00
42-20-3000		Warning Indicator, Audible alarm, Door/Compt	1	PLG	0.00	0.00
42-20-4200		Warning Ind/Audible, Parking Brake, Dual-Mode Alarm	1	PLG	0.00	0.00
42-21-0900		** Gooseneck Light Not Included with Vehicle **	1	PLG	0.00	0.00
42-25-6270	<	High Idle Activation, Dodge Chassis Activated by front console switch, requires park brake to be applied	1	PLG	0.00	0.00
42-30-1000		Back-up alarm, w/resetting cancel switch	1	PLG	0.00	0.00
42-35-2570	<	(1) Work Light, Whelen 3" LED, Red, Overhead Cab, Above Driver Light located above Driver in Cab The switch for this light will be located in the front console.	1	PLG	456.00	456.00
42-35-2572	<	(1) Work Light, Whelen 3" LED, Red, Overhead Cab, Above Passenger Light located above Passenger in Cab The switch for this light will be located in the front console.	1	PLG	456.00	456.00
42-45-2200	< >	Load Manager/Sequencer, PL Custom/Kussmaul (full time) RESPONSE AND SCENE AMPS CANNOT EXCEED 230 AMP  FULL TIME Load Management of Emergency Lights	1	PLG	0.00	0.00
42-65-1300		Pwr Lock Switch, Entrance, OEM Door switch- (if applicable)	1	PLG	0.00	0.00
42-65-1500	< >	Remote Keyless Entry w/Chassis Power Door Lock Control OEM door switches control cab & body doors.	1	PLG	0.00	0.00
42-65-2010		Power Door Lock Switch, Side Entrance Door	1	PLG	150.00	150.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
42-65-2020		Power Door Lock Switch, Rear Entrance Doors	1	PLG	150.00	150.00
42-65-2200	< >	Pwr Door Lock Concealed Override Switch, Grille-(KKK) Located in front grille area. This switch location is KKK compliant	1	PLG	0.00	0.00
42-78-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
42-78-S001	S	Backup Alarm, With Resetting Cancel Switch, Preco 1059 ILOS	1	PLG	125.00	125.00
42-78-S002	S	Power Door Lock Switch, LSS switch panel, additional	1	PLG	100.00	100.00
		<b>EMERGENCY WARNING EQUIPMENT</b>		<b>PLG</b>		
		<b>TRAFFIC PRE-EMPTION SYSTEM INSTALLATION</b>		<b>PLG</b>		
43-01-1510	<	Tomar 3065R Emitter, Recessed Mounted Provide circuitry and install utilizing 7 x 3 flange Location: Front of body The Tomar Emitter is to be tied into the sequencer and NOT the load manager. It will have its own switch in the front console and is to deactivate when not in a drive gear.	1	PLG	1700.00	1700.00
		<b>SIREN</b>		<b>PLG</b>		
43-20-4G50	>	Siren, Whelen 295SLSA1, w/diag.	1	PLG	0.00	0.00
43-20-5000		Siren-Horn Switch	1	PLG	0.00	0.00
		<b>SIREN SPEAKERS</b>		<b>PLG</b>		
43-31-4680		Thru Bumper Speakers, CPI SAD/P 3800 Series, (2) Dodge D4500	1	PLG	0.00	0.00
43-32-0100	< >	Howler -Low Freq Speaker System -(For Whelen 295 Sirens) Certain vehicle models may utilize single or dual speaker systems  Unless otherwise specified, Howler is activated with white Contura V momentary switch in front switch panel labeled "howler".	1	PLG	1838.00	1838.00
43-50-1000	>	-No rear Lightbar required- <b>CAB MOUNTED LIGHTS</b>	1	PLG PLG	0.00	0.00
43-68-G200	>	Whelen Independent CAB Flashing Lights, CLEAR Lens package	1	PLG	0.00	0.00
43-71-1400		(2) Upper Whelen TION LED Grille Light-(2)Red, CLEAR LENS, Chrome Flange	1	PLG	523.00	523.00
43-71-1626	<	*** Flange & Backing Plate included with TION Light *** Backing Plate Required for mounting in grille	1	PLG	0.00	0.00
43-71-4500		(2) Whelen TION LED Fender Light, Red, CLEAR LENS, Chrome Flange <b>BODY LIGHTING -(Full Catalog PDF here):</b>	1	PLG PLG	523.00	523.00
		<b>FRONT BODY VEHICLE LIGHTS -(Non-Emergency)</b>		<b>PLG</b>		

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
43-A1-0700		(2) 600-Whelen, Directionals -LED,Amb/Arrow, Front -(Loc:F1C&F7C)-Clear	1	PLG	451.00	451.00
43-A2-0050		* FRONT BODY LIGHTING -w/NO LIGHTBAR (PDF>)	1	PLG	0.00	0.00
43-A2-0250	<	** (7) Front Upper Lights & Directionals The (4) lights, outboard of the Center light position, shall operate from (1) console switch.	1	PLG	100.00	100.00
43-A4-2300		*** Whelen Independent Front & Side Body Flashing Lights, CLEAR Lens package	1	PLG	0.00	0.00
43-A5-0030	< >	Independent - Flash - No Vehicle Flasher - Non Synchronized All lightheads are flashed randomly using internal flashing program, without light to light synchronization.	1	PLG	275.00	275.00
43-A5-0060	<	Program Flashing Lights to "Action Scan" Whelen flash pattern Lighthead will scroll through all available patterns and repeat	1	PLG	100.00	100.00
	>	<b>FRONT BODY WARNING LIGHTS</b>		<b>PLG</b>		
43-B0-0100		9x7, 900 Sup-LED, Red, Front - (Loc: F1)	1	PLG	335.00	335.00
43-B0-0900		9x7, 900 Sup-LED, Red, Front - (Loc: F2)	1	PLG	335.00	335.00
43-B0-1250		9x7, 900 Sup-LED, Red, Front - (Loc: F3)	1	PLG	335.00	335.00
43-B0-2600		9x7, 900 Sup-LED, Red, Front - (Loc: F5)	1	PLG	335.00	335.00
43-B0-2850		9x7, 900 Sup-LED, Red, Front - (Loc: F6)	1	PLG	335.00	335.00
43-B0-3200		9x7, 900 Sup-LED, Red, Front - (Loc: F7)	1	PLG	335.00	335.00
43-B7-0060	S	7x3, 700 Sup-LED, Red, Front -(Loc: F4 Upper) <b>Whelen Primary Side Light package (PDF&gt;</b>	1	PLG <b>PLG</b>	239.00	239.00
43-F0-0100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS1)	1	PLG	335.00	335.00
43-F0-1100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS4)	1	PLG	335.00	335.00
43-F4-0100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS1)	1	PLG	335.00	335.00
43-F4-1100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS4) <b>REAR BODY WARNING (Flashing) LIGHTS</b>	1	PLG <b>PLG</b>	335.00	335.00
43-H1-0100		**Whelen Independent, Rear Body Flashing Lights - CLEAR Lens	1	PLG	0.00	0.00
		<b>REAR LIGHT LAYOUT -(No Lightbar or Traffic Advisor) (PDF&gt;</b>		<b>PLG</b>		
43-H5-0120		(3) Rear Upper Lights & (2) Window Level Lights	1	PLG	0.00	0.00
43-S0-0320		9x7, 900 Sup-LED, Blue, Rear - (Loc: R1)	1	PLG	335.00	335.00
43-S0-0850		9x7 Sup-LED, Amber, Rear - (Loc: R4)	1	PLG	335.00	335.00
43-S0-1850		9x7 Sup-LED, Red, Rear - (Loc: R7)	1	PLG	335.00	335.00
		<b>Rear Lights at Window Level</b>		<b>PLG</b>		
43-S0-2350		9x7 Sup-LED, Red, Rear - (Loc: R10B)	1	PLG	335.00	335.00
43-S0-3100		9x7 Sup-LED, Red, Rear - (Loc: R11B) <b>SECONDARY (miscellaneous) BODY MOUNTED WARNING LIGHTS</b>	1	PLG <b>PLG</b>	335.00	335.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
43-T5-1200		*** Side Body Flashing Lights, Over Rear Wheel Package	1	PLG	0.00	0.00
43-T5-1930		M7 -Whelen, Red, Super LED, w/Flange, (2) Over Rear Wheel, CLEAR LENS	1	PLG	722.00	722.00
<b>FLASHING LIGHTS; OTHER</b>				<b>PLG</b>		
43-T6-1520	< >	Safety Lts, (6),3 Per Door- OS Series LED, Amber, Rear Ent Doors, Full time acti Lights are active anytime power is on and doors are open	1	PLG	350.00	350.00
43-T6-1530	< >	Safety Lts, (3)- OS Series LED, Amber, Side Ent Door, Full time activation Lights are active anytime power is on and doors are open	1	PLG	250.00	250.00
<b>REAR NON-EMERGENCY LIGHTS</b>				<b>PLG</b>		
44-10-1500	< >	Stop/Tail and Turn Signal-Light heads with clear lenses Exterior vehicle Rear Stop/Tail &Turn light heads will have Clear Lenses.	1	PLG	0.00	0.00
44-10-2510		Stop/Tail, (2) Whelen 600 Series LED -(clear Lens) w/Flange	1	PLG	0.00	0.00
44-15-1M25		Back-up, (2) Whelen 600 LED, w/Flange, Min. Intensity	1	PLG	0.00	0.00
44-25-1850		Directional, (2) Whelen 600 LED -(clear Lens) Amber Arrow	1	PLG	0.00	0.00
<b>AUXILIARY NON-EMERGENCY LIGHTS</b>				<b>PLG</b>		
44-30-1000	>	HD Mini Oval Marker/Clearance Lts, LED Front, Rear, (2) Sides	1	PLG	0.00	0.00
44-30-3000	>	Lower Side Marker, Flash w/Directionals, (2) ea side	1	PLG	180.00	180.00
44-30-5500		Running Board Illum Lights, (2) , Heavy Duty LED 4" Recessed	1	PLG	370.00	370.00
44-35-1060	< >	Rear Red Flasher/Brake Light Priority -(for Rear window level lights) For use with Rear Window Level Lights	1	PLG	250.00	250.00
Not available with CENCOM						
<b>FLOOD LIGHTS</b>				<b>PLG</b>		
44-50-1040		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Left side-(Loc:LS2, LS3)	1	PLG	1117.00	1117.00
44-50-1140		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Right side-(Loc:RS2, RS3)	1	PLG	1117.00	1117.00
44-50-2060		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Rear, (Loc; R12, R13)	1	PLG	1117.00	1117.00
44-50-9000		Scene Light Loc. RS2 Above Compt. "D"	1	PLG	100.00	100.00
44-60-1000		Right Side Scene Lights on with Side Door & Switch in Console	1	PLG	0.00	0.00
44-60-2000		Left Side Scene Lights w/On-Off Switch Console	1	PLG	0.00	0.00
44-60-3000		Rear Scene Lights on w/Rear Door Open/Reverse	1	PLG	0.00	0.00
44-60-4000	<	Rear Scene Lights, On-Off Switch in Console Rear floods switch shall also activate reverse	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		lights.				
44-60-5000		Right Side Scene Light Cancel Switch	1	PLG	0.00	0.00
44-60-6000		Rear Door Scene Light Cancel Switch	1	PLG	0.00	0.00
44-60-7000		Left/Right & Rear Flood Lights, On In Reverse	1	PLG	0.00	0.00
		<b>CLIMATE CONTROL</b>		<b>PLG</b>		
45-10-1000		Ventilation, Flow-Thru, (2) Speed, Cast Products Rear Cowl	1	PLG	0.00	0.00
45-20-3550		Auxiliary Air Conditioning Condenser 12V, Front body -(MED/CLSC)	1	PLG	1786.00	1786.00
45-30-1U00		Ducted Heater/Air Cond, Digital Thermostat -Dodge	1	PLG	0.00	0.00
45-35-1100		Auxiliary Coolant Pump Climate Control System	1	PLG	0.00	0.00
45-38-1050		Condenser Front Body Mounted on Standard PL Tray Bracket ( no lights)	1	PLG	500.00	500.00
45-39-1020		** Front Body Condenser Stainless MIII Flnish	1	PLG	0.00	0.00
		<b>CEILING CONFIGURATION</b>		<b>PLG</b>		
45-99-0400		Ceiling Configuration for (10) Dome Lights & 2 Speakers	1	PLG	0.00	0.00
		<b>INTERIOR LIGHTS</b>		<b>PLG</b>		
46-10-1Y30		(10) Dome Lights, Whelen (Six Diode)-LED, Hi-Lo (#80C0EJCR)	1	PLG	834.00	834.00
46-10-2000		Dome Lights Switched to LOW Mode w/Door Open	1	PLG	0.00	0.00
		<b>EXTERIOR COMPARTMENT LIGHTS</b>		<b>PLG</b>		
46-20-1075	<	Lights, Ext. Compartments, TecNiq LED E44 Strip Lights (Vertical Linear Lights)	1	PLG	1475.00	1475.00
46-20-1350		Oxygen Compartment Light Switch, Located in Rear Main Switch Panel	1	PLG	0.00	0.00
		<b>AUXILIARY INTERIOR LIGHTING</b>		<b>PLG</b>		
46-20-2000		Heavy Duty LED panel Light, (Life Support Station Area)	1	PLG	0.00	0.00
46-20-2550		Panel Light (Life Support Station) Switch, Located in Rear Main Switch Panel	1	PLG	0.00	0.00
46-25-1000	S < >	Interior Cabinet Lights, TecNiq E44 LED Strip Lights, White Quantity 5 Location: Left Front upper Left Rear Upper Right Front Upper Cabinet over Squad Bench Cabinet over attendant seat	5	PLG	200.00	1000.00
46-30-1100		Stepwell Light, LED, Located at Side Entrance Door	1	PLG	0.00	0.00
46-40-3M00	<	Windup "checkout" Timer, Side Door , Shoreline only 60 minute windup timer at side door, active with shoreline only	1	PLG	0.00	0.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
46-40-5000		Dome Lights on "Checkout " Timer Circuit	1	PLG	0.00	0.00
46-50-1000		Dome Light Switch, (1) Left, (1) Right	1	PLG	0.00	0.00
46-50-5500	< >	3-way Dome/Rect. Light Master Switch (Front switch panel/Rear main switch panel) 3-way master at Cab Console and Rear Main Switch Panel for ceiling mounted lights. Note: This option is not compatible with 6-Gang aux switch panel options.	1	PLG	250.00	250.00
46-50-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
46-50-S001	S <	Momentary switch at side door for dome lights In place of wind up timer. Shall have a 5 minute time out	1	PLG	0.00	0.00
<b>POWER POINT OUTLETS</b>				<b>PLG</b>		
47-20-1000		12V/USB-A/C Power Point, Loc: LSS Wall	1	PLG	0.00	0.00
47-20-2000		12V/USB-A/C Power Point, Loc: Right Front In/out	1	PLG	0.00	0.00
47-20-2500	< >	12V/USB-A/C Power Point, Loc: Left Rear Outlet mounted 14" above the rear counter	1	PLG	0.00	0.00
47-50-1P40	S < >	USB-A Dual Port, 4.8A, Kussmaul 091-219-5, Mnt'd in single gang lighted sw plate For USB charging, Hot with body power or shoreline Max Output: 2.4 Amp per Port  Cab Console	1	PLG	210.00	210.00
47-50-3P40	S < >	USB-C Dual Port, 90W, Kussmaul 091-280, Mnt'd in single gang lighted sw plate For USB charging, Hot with body power or shoreline Max Output: 45 Watts per Port  Cab Console	1	PLG	255.00	255.00
<b>ANTENNA/COMMUNICATION RADIO</b>				<b>PLG</b>		
47-60-0310	<	(3) Antenna Leads w/ Base and Cap Installed - Body Roof Unless otherwise specified, lead will route to: (1) Front console (1) LSS (1) Behind Driver's Seat  (See PDF Drawing of layout)  Factory will drill a hole, mount base and cap at antenna location(s) specified above.  Antenna bases are installed with nominal height adjustment. Persons installing antenna whip may be required to perform final adjustment.	1	PLG	100.00	100.00
47-60-6010	S <	End Connectors, Mini UHF, installed on antenna leads Qty: 3 , Location: All antenna Leads	1	PLG	15.00	15.00
47-60-6040	S < >	Antenna, VHF, 1/4 wave 152-162 MHZ Provide and install antenna on base.	1	PLG	100.00	100.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Qty: 2, Location: Right Front & Right Rear ANtenna Bases				
47-60-6200	< >	Radio Power Lead, Rear Main Switch Panel Includes: (1) Red 10 gauge marked radio 12 volt Hot, 30 amp, (1) Black 10 gauge marked radio ground, (1) Orange 12 gauge marked 12 volt switched, 20 amp.	1	PLG	0.00	0.00
47-60-6500	< >	Radio Power Lead 30 Amp, 10 ga. Cab Console Includes: (1) 12 volt Hot wire with 30 amp circuit protection, (1) 12 volt switched wire with 20 amp circuit protection.	1	PLG	0.00	0.00
47-60-6505	S < >	Radio Power Leads 30 Amp, 10 gauge Includes: (1) 12 volt Hot wire with 30 Amp protection, (1) 12 volt switched wire with 30 Amp circuit protection.	1	PLG	150.00	150.00
		Qty: 1, Location: Life Support station				
47-60-7000	< >	Radio Power Lead w/40 Amp Fuse, 8 ga. Behind driver seat Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse.	1	PLG	0.00	0.00
47-60-7005	S < >	Radio Power Leads w/40 Amp Fuse, 8 gauge Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse.	1	PLG	170.00	170.00
		Qty: 1, Location: In the HVAC Area, above the Electrical Cabinet				
47-60-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
47-60-S001	S <	Antenna, 450 Mhz, UHF Right Rear	1	PLG	150.00	150.00
		<b>MISCELLANEOUS 12 VOLT ELECTRICAL</b>		<b>PLG</b>		
48-15-1610	< >	Back-Up 2-Camera System ASA Voyager w/7" Rear View Mirror Replacement Monitor ASA Voyager System Interior camera to be located on the front head bumper. Due to OEM mirror mounting - this option not available for Dodge chassis	1	PLG	1815.00	1815.00
48-20-2000	>	Speakers w/ On/Off Control Rear Sw Panel	1	PLG	0.00	0.00
48-50-3155	S <	Intellitec, clock mounted in Custom Location Cost is estimate depending on location requested and additional parts required Feasibility must be evaluated for custom locations and may not be available.	1	PLG	1000.00	1000.00
		Specify Location: On the "E" Compartment Wrapper				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
48-60-3700		Liquid Spring Control Left Rear Door Open w/ Override switch	1	PLG	500.00	500.00
48-80-5000	< >	12 Volt Hot power lead, Utility, behind drivers seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the driver's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled.  Location: Behind the driver's seat with 6ft lead.  Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG	250.00	250.00
48-80-5010	< >	12 Volt Hot power lead, Utility, behind passenger seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the passenger's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled.  Location: Behind the passenger's seat with 6ft lead.  Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG	250.00	250.00
48-80-5050	<	Power lead, dedicated for Knox Box or Medvault fused at 5 amps, hot at all times PL will provide a dedicated wire fused at 5 amps, wired to Knox Box/ Medvault Location. Wire will be Hot at all times.	1	PLG	250.00	250.00
48-80-5070	< >	12 Volt Hot power lead, Utility, exterior compartment "C" The vehicle shall be pre-wired with a 12 volt HOT power lead terminating in the exterior compartment "C". The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled.  Location: Upper Rear Right Corner of compartment with 6ft lead exposed in the compartment.  Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG	250.00	250.00
48-90-S000		** SPECIAL OPTION REQUEST **	1	PLG	0.00	0.00
48-90-S001	S	PREWIRE for hand light	1	PLG	175.00	175.00
48-90-S002	S	Supply and Install Knox KeySecure 2650	1	PLG	1500.00	1500.00
48-90-S003	S	Portable radio chargers in cab	1	PLG	0.00	0.00
<b>ELECTRICAL 115 VOLT AC</b>				<b>PLG</b>		
<b>SHORELINE</b>				<b>PLG</b>		

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
51-00-2020		Shoreline, Super Auto-Eject, 20 amp, RED	1	PLG	520.00	520.00
51-05-1000		Shoreline Location: Left Side, Above Compt. "B"	1	PLG	0.00	0.00
51-30-2000	<	Shoreline / Battery Charging Status Display Kussmaul Auto Charge Status Center	1	PLG	0.00	0.00
		Battery Voltage shown on 3-digit LED Display (4) Status LED Indicators for: HIGH VOLTAGE FULLY CHARGED CHARGING LOW VOLTAGE				
51-32-2000		Power Distr Box, 115v, w/20 amp Circuit Bkr <b>MEDICAL OUTLETS</b>	1	PLG <b>PLG</b>	0.00	0.00
52-10-1000		Hospital Grade Lighted GFCI Outlet, Location: L/S/S Wall	1	PLG	0.00	0.00
52-10-2000	< >	Hospital Grade Lighted Outlet, Location: Left Rear Outlet mounted 14" above the rear counter	1	PLG	0.00	0.00
52-10-3000		Hospital Grade Lighted Outlet, Location: Right Front In/out	1	PLG	0.00	0.00
52-10-3200		Hospital Grade Lighted Outlet, Location: Right Front Upper	1	PLG	120.00	120.00
52-10-5000	<	Hospital Grade Lighted Outlet, Interior Wall or Cabinet Location: Qty: 2 Location: (1) Above Forward MIM, head of squad bench, on the wall. (1) Rear of Squad Bench, on wall 12" up from squad bench laminate lid between backrest and rear wall	2	PLG	120.00	240.00
		<b>BATTERY CHARGER / INVERTER CHARGEI</b>		<b>PLG</b>		
54-10-1M00		Battery Charger, IOTA DLS-30, 30 amp, IQ4 Smart Charge w/ current sensing relay	1	PLG	150.00	150.00
		<b>PAINT LUSTRE</b>		<b>PLG</b>		
60-00-0005		Ten Year Paint Warranty (Paint Lustre)	1	PLG	0.00	0.00
60-00-0007		Paint Adhesion Testing	1	PLG	0.00	0.00
		<b>BODY AND CAB PRIMARY PAINT</b>		<b>PLG</b>		
60-10-0220		*Body and CabTwo Color (entire vehicle two tone)	1	PLG	0.00	0.00
60-10-1995	< >	Paint Rear Body Primary Color Only (for Chevron Application) Note: With "Chevron" striping selected, the rear of the vehicle will be painted, the solid single, primary color. -(for Chevron application)-	1	PLG	0.00	0.00
60-10-2020		Paint Lower Modular Body	1	PLG	3000.00	3000.00
60-10-2245	<	Lower Body Paint Color Red Provide Paint Code_____	1	PLG	1000.00	1000.00
60-10-6030	<	**Paint Upper Modular Body , Color Other Than Unit Standard White,	1	PLG	1500.00	1500.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Provide Paint Code _____				
60-11-0100	<	Upper Body Paint Color Black Provide Paint Code _____	1	PLG	0.00	0.00
60-12-3510	S < >	Straight Paint Break, Custom Location Paint break location: Cab: At window level Body: At the bottom of the coves.	1	PLG	800.00	800.00
60-15-141B	< >	Re-Paint Cab, Two New Colors, w/ Door Jambs Classic (2 door) Specify colors and paint numbers	1	PLG	10435.00	10435.00
60-15-1508		Cab Paint Colors Same as Body	1	PLG	0.00	0.00
		<b>ADDITIONAL VEHICLE PAINT, SECONDAR'</b>		<b>PLG</b>		
61-05-0008		No Additional Paint Required	1	PLG	0.00	0.00
61-80-2210		Polycoated Compt & Entr Door Sills, Compt Floors, Area Behind Rub Rails (*Note*)	1	PLG	0.00	0.00
	>	<b>LETTERING</b>		<b>PLG</b>		
65-15-2000		Imitation Gold Leaf Lettering	1	PLG	10000.00	10000.00
		<b>REFLECTIVE VINYL BELTLINE STRIPING</b>		<b>PLG</b>		
65-39-0300		6" Vinyl Beltline Stripe	1	PLG	985.00	985.00
65-40-1030		Vinyl Main Stripe Color, Black -(reflective)	1	PLG	0.00	0.00
65-40-2040		Vinyl Beltline Stripe to have Kick Up from Cab to Body	1	PLG	200.00	200.00
65-40-3200	S < >	Vinyl Beltline Location Other Location: Lower cab doors in the area of DEF fill. See 16-3517	1	PLG	0.00	0.00
		<b>REFLECTIVE VINYL STRIPING MISC.</b>		<b>PLG</b>		
65-50-0050	S < >	Reflective Tape Stripe 1/2" Location:(1) Paint Break on the cab (1) above beltline stripe no reveal (1) below beltline stripe no reveal	1	PLG	260.00	260.00
65-50-4020	< >	Reflective White Tape Stripe, 3/4" Outline, on interior of Entrance Doors Reflective White 3/4" Outline This provides the 60 sq.inch required for both general safety and KKK.	1	PLG	0.00	0.00
65-50-4080	< >	Reflective (Color) Tape Stripe, 3/4" Outline, on interior of Compartment Doors 3/4" outline on the interior pan of all compartment doors  COLOR: _____	1	PLG	285.00	285.00
		<b>REFLECTIVE CHEVRONS</b>		<b>PLG</b>		
65-65-0320	< >	Reflexite 6" Chevron Rear Body +Upper CTR panel, no doors. Red & Fluor Lime The two colors are V-98 for red and fluor green. Note: **does not include any curved surfaces,	1	PLG	1615.00	1615.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		such as the coves, or door trim				
		<b>GRAPHICS</b>		<b>PLG</b>		
65-88-4000		Star of Life Decal 32" on Roof	1	PLG	181.00	181.00
65-90-1000		Frosted, Star of Life, (2) 12" Rear Windows	1	PLG	150.00	150.00
		<b>TECHNICAL RADIO INSTALLATION</b>		<b>PLG</b>		
70-10-0550	S <	Technical Radio Installation- Provided by Dealer Radio installation to be provided by dealer, at the dealers facility. Unless stated otherwise all radios, accessories and related wiring will be supplied by the end user	1	PLG	1000.00	1000.00
		<b>AUXILLARY RADIO EQUIPMENT INSTALL AND MOUNTING</b>		<b>PLG</b>		
70-35-2000	< >	Run Customer or Dealer Supplied Cables (See Notes) Qty: From: To:	1	PLG	300.00	300.00
		<b>CHASSIS EQUIPMENT</b>		<b>PLG</b>		
75-10-1U00		Stainless Steel Wheel Inserts, Dodge 4500/5500	1	PLG	0.00	0.00
75-30-1300		Liquid Spring Suspension System (D5500)	1	PLG	13460.00	13460.00
75-60-1000		Mud Flaps, Rear, Light Duty Chassis	1	PLG	200.00	200.00
75-95-2520		Front End-Caster Camber Align <b>EQUIPMENT</b>	1	PLG <b>PLG</b>	0.00	0.00
80-42-4010	<	Technimount Bracket Pro Serie 35-HD Mtg Sys P/N 210-00-PC15-HD Counter NO Lip Location:_____	1	PLG	2040.00	2040.00
80-43-7000	<	Bottle Bracket, Dual, Cast Products Duramount Model OA1205 (D Bottle) Model QA1205-DUAL-D-1 Located in the recessed stepwell area Qty (1)	1	PLG	664.00	664.00
80-50-1000		Prep, Clean & Detail Vehicle for Delivery <b>CHASSIS</b>	1	PLG <b>PLG</b>	0.00	0.00
95-10-010A	<	** Chassis Model Year is not currently available to order Estimated pricing only Pricing and specs subject to change chassis is available.	1	PLG	0.00	0.00
95-13-250R	<	2025 DODGE D5500, 4x4, 108" CA(PKG: 2YG) DODGE D5500, 4x4, 108" CA (DP0L65) 2YG  Wheelbase 192.5" - 108" CA Dual Rear G.V.W. 19,500 lbs. 7,000 lb. Front Axle (Mono Beam) 13,500 lb. Rear Axle  Cummins 6.7L I-6 OHV direct diesel injection 24 valve intercooled turbo diesel engine. (ETK) Engine Block Heater	1	PLG	84365.00	84365.00

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		Engine Oil Cooler				
		Heavy Duty 6 Speed Automatic Aisin AS68RC				
		Automatic Transmission with overdrive (DF2)				
		Transmission Oil Cooler				
		Diesel Exhaust Brake NEN				
		Stainless Steel Exhaust				
		Rear axle 4.44 with Limited Slip differential				
		Auto locking hubs				
		Electronic Shift on the Fly Transfer Case (DK3)				
		Transfer Case Skid Plate Shield (XEF)				
		Fuel Capacity: 52-gallon single tank (aft axle)				
		Ambulance Prep Package (AH2)				
		Rear A/C Heater Prep Group (HBC)				
		Dual Alternators rated at 440 Amps (XF7)				
		Voltage Monitoring Auto Ide Up System (XF6)				
		Manual DPF Regeneration (XNR)				
		1460 amp (total) dual Batteries (Diesel)				
		Cold Weather Group (ADE)				
		Engine block heater				
		Winter Front Grille Cover				
		Safety				
		Dual air Bags, passenger side front-impact cancellable air bag.				
		Front height adjustable seatbelts with front pre-tensioners				
		4-wheel Antilock braking system				
		Steering & Suspension:				
		Hydraulic power-assist re-circulating ball steering				
		Power Brakes- Four Wheel Disc				
		Non-independent front suspension				
		Front leading link suspension				
		Front anti-roll bar				
		Front coil springs				
		HD front shocks				
		Rigid Rear Axle				
		Rear leaf suspension				
		HD Rear anti-roll bar				
		HD rear leaf springs				
		HD Rear Shocks				
		Tires/Wheels:				
		225/70R19.5 BSW (6 all season)				
		Continental Brand				
		Front and Rear Wheels 19.5 x 6.00" (steel)				
		Full Size Spare Tire & wheel (TBB)				
		Comfort and Convenience				
		Air Conditioning				
		Cruise Control with steering wheel controls				
		Analog instrumentation display includes; tachometer, oil pressure gauge, engine				

PART NO	S	DESCRIPTION	QTY	ID	EACH	EXTENDED
		temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temperature gauge, engine hour meter, compass, exterior temperature, tip computer, trip odometer				
		Warning Indicators include: engine temperature, low oil level, low coolant, lights on, low fuel, low washer fluid, door ajar, transmission fluid temp. Intermittent front windshield wipers				
		SLT CAB TRIM (2YG) Bright Front Bumper with front tow hooks Chrome Grille Cloth 40/20/40 Bench Seat (*V9/X8) Black Vinyl Floor Covering (CKW) Front Floor Mats Full cloth headliner Color Keyed Instrument Panel Bezel Overhead console Power Black Manual Fold Trailer Tow Mirrors Exterior Mirrors Courtesy Lamps Exterior Mirrors with Heating Element Power Door Locks Power windows Premium Vinyl Door trim w/map pocket Remote Keyless entry Temperature & Compass Gauge Traveler/Mini trip Computer				
		Radio AM/FM/BT 5.0-inch touch screen display (UAA)				
		Low Beam Daytime Running Headlamps (LM1) Halogen Quad/ Automatic Headlamps				
		Chrome Tubular Side Steps (Running Boards) (MRT)				
		Color Scheme: Exterior Color: Bright White Clear coat (PW7) Interior Color: Dark Slate/Medium Graystone (X8)				
96-32-1600		Fuel "Full Tank" -Dodge	1	PLG	364.00	364.00
96-90-S001	S	Aluminum Wheels	1	PLG	0.00	0.00
96-90-S002	S	Delivery Requirements	1	PLG	1000.00	1000.00
96-90-S003	S	Optional Prepayment of chassis discount	1	PLG	-1000.00	-1000.00
96-90-S004	S	Consider Trade In Vehicle	1	PLG	0.00	0.00
96-90-S005	S	Contingency Fund	1	PLG	38000.00	38000.00
		<b>Total</b>				<b>495,534.00</b>

**Solicitation Number: RFP #122123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Avenue, Manasquan, NJ 08736 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ambulance and Emergency Medical Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires February 28, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

P.L. Custom Body and Equipment Co., Inc.

Sourcewell

DocuSigned by:  
*Chad Newsome*  
By: 74D1CB39CD794C1...  
Chad Newsome  
Title: National Sales Manager  
Date: 2/28/2024 | 10:57 AM CST

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 2/28/2024 | 11:24 AM CST

# RFP 122123 - Ambulance and Emergency Medical Service Vehicles

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## Vendor Details

Company Name: P.L. Custom Body and Equipment Co., Inc.

Does your company conduct business under any other name? If yes, please state: PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)

Address: 2201 Atlantic Avenue  
Manasquan, NJ 08736

Contact: Chad Newsome

Email: cnewsome@plcustom.com

Phone: 732-223-1411 149

Fax: 732-223-8456

HST#: 41-1310360

## Submission Details

Created On: Thursday November 02, 2023 12:18:54

Submitted On: Tuesday December 19, 2023 09:44:58

Submitted By: Chad Newsome

Email: cnewsome@plcustom.com

Transaction #: 78308216-683f-4594-be2e-ce3ab8085715

Submitter's IP Address: 47.23.119.67

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PL Custom Emergency Vehicles.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code - O5UV4 SAM Code - CEB2CCKN1HY5
5	Proposer Physical Address:	2201 Atlantic Avenue Manasquan, NJ 08736
6	Proposer website address (or addresses):	www.plcustom.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer, located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. We are looking forward to 2024, which will mark our 78th Anniversary. The business was purchased by the Smock Family in 1970 and is under the same management today.</p> <p>P.L. Custom Body and Equipment Co., Inc., DBA PL Custom Emergency Vehicles (PLCEV), manufacturers Type I, Type I AD, Type III, and Type III AD ambulances. As our name spells out, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us 20, 25, 30, 35, 40, 45, and yes, even 50 years! The longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and our customers.</p> <p>Central to our core values is a dedication to the design and manufacturing of reliable, durable, and serviceable vehicles that are customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.</p>	*
11	What are your company's expectations in the event of an award?	<p>This is our third bid with Sourcewell, having first started with NJPA in 2018. In the event of an award by Sourcewell for our Emergency Vehicles, we would expect to see a continuation of acceptance by Sourcewell members to work with PLCB and we would actively promote Sourcewell membership to our existing customers. Sourcewell members consistently point out the ease of working with this specific cooperative purchasing program. We believe in Sourcewell so strongly that we recently left the HGAC program to focus solely on Sourcewell.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>P.L. Custom Body and Equipment Co., Inc. had annual revenue of \$ 23,945,455.00 in 2022. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service, and parts sales. Our financial statements for 2022/2021 are included in our submission.</p> <p>We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at \$6,000,000.00 total. We also have a relationship with Ford Motor Credit and a chassis credit line of \$9,000,000.00. Our approved interest rate for both of these lines is at prime.</p> <p>Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of &gt;1%.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Our US market share for our ambulances and emergency vehicles is approximately 5% per the NTEA / AMD annual survey reports.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>We currently do not market our ambulances in Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No.</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>P.L. Custom Body and Equipment Co., Inc. is a manufacturer of custom ambulances, rescue trucks, and other emergency vehicles.</p> <p>Answering b) PL Custom Emergency Vehicles is a manufacturer of custom ambulances, remounter of ambulances, and converter of other vehicles for use as specialty response vehicles. We have a strong network of independently owned sales and service dealers in twenty-nine states. These individuals would be considered employees of a third party.</p> <p>Our dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective areas of responsibility, performance expectations, and service requirements.</p> <p>Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales, service techs, and support staff are all employees of PLCB.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PLCB maintains Certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM, NFPA, CAAS, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, and NTEA/AMD (National Truck Equipment Association / Ambulance Manufacturer Division).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Ford QVM approval rating of 98.5% NTEA/AMD member company since 1987 NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.	*
20	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicle sales are to government / municipal customers; local / city fire / emergency medical services (EMS) departments, large county fire / EMS departments. 10% of our vehicle sales are to hospital-based EMS providers.	*
21	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Since our last Sourcwell awarded contract, we have not continued with the Houston Galveston Area Cooperative (HGAC). Some of our dealers still belong to some state specific cooperatives, such as Pennsylvania Co-Stars and Florida Sheriffs. The dealers have dropped some state specific cooperatives, such as FCAM (MA) and Ohio STS.  Here are the annual sales totals that our Sourcwell contract has generated:  \$ 5,189,042.00 in 2020 \$ 5,902,831.00 in 2021 \$ 5,316,040.00 in 2022 \$ 5,840,798.00 in 2023 (as of bid submission)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a contract with the GSA.	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ludlow Ambulance 19 W Hill Rd Ludlow, VT 05149	Stephanie Grover EMS Chief	(802) 228-2880	*
Vestavia Hills Fire Department 1032 Montgomery Highway Vestavia Hills, AL 35216	Scott Ferrell Battalion Chief E.M.S. Division	(205) 978-0225	*
Mishawaka Fire and EMS 3000 E. Harrison Road Mishawaka, IN 46544	David Ray Asst. Chief of Administration	(574) 257-0620	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Pitt County	Government	North Carolina - NC	Medallion Type III AD ambulances	12 Units	\$ 2,400,000.00	*
Chesterfield County	Government	Virginia - VA	Titan Type I AD ambulances Classic Type I AD ambulances	6 Units 4 Units	\$ 3,900,000.00	*
Lee County	Government	Florida - FL	Classic Type I AD ambulances	8 units	\$ 2,019,648.00	*
Palm Beach Gardens	Government	Florida - FL	Titan Type I AD ambulances	6 Units	\$ 3,051,500.00	*
Lutheran Hospital	Non-Profit	Indiana - IN	Classic Type I AD ambulances	4 Units	\$ 1,320,000.00	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	PLCB currently has a sales force in the field of 75 sales representatives.	*
27	Dealer network or other distribution methods.	Our dealer network is comprised of 18 dealerships in 29 states and the District of Columbia. A listing of our dealer network is uploaded for the bid. The states that have direct dealer coverage are Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, and West Virginia.  In states where we do not have dealer coverage, members may purchase factory-direct.	*
28	Service force.	All of our dealers offer full service through their own dealerships in their respective areas of responsibility, not through subcontractors. All sales and service territories are clearly defined with no overlapping areas.  In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service provider for warranty support of the product. We have a technical service manager at the factory, along with a service support team, to assist customers in regions without local dealer support.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>PL Custom Emergency Vehicles supports our dealer network and customers with a very thorough and detailed proposal process, including specifications, pricing, and computer aided design (CAD) drawings. These are uploaded in our submission. We maintain a computerized database for each of these projects assigned to a specific dealer or if it is a factory direct sale. Once the paperwork is approved and released to production, the contract coordinator works with the dealers to shepherd the project through to completion and delivery. While most contracts are directly between the customer and the dealer, in the event of a factory-direct sale, the factory will handle all of the contract paperwork.</p> <p>For Sourcewell members, the process starts with the initial inquiry by the member. The member information is sent to the dealer that covers the member's location. The dealer / sales representative would then contact the member directly. We at the factory would support the dealer with the proper proposal format and pricing for the Sourcewell contract.</p> <p>Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time, it will also be coded as a Sourcewell contract.</p> <p>If the contract is to be through the Sourcewell contract, we would document the details of the project and submit the information to Sourcewell on a quarterly basis as required. PL Custom Emergency Vehicles would remit the fee to Sourcewell on behalf of the dealer at time of delivery and receipt of full payment.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>In locations where PLCB has dealer representation (as noted in 27), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hours points of contact, e-mail, and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as 24-hour service support.</p> <p>In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24-hour phone, e-mail, and social media access points.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As noted above in sections 26, 27, and 28, PL Custom Emergency Vehicles looks forward to building upon the successes of our first two awarded contracts. We have a strong relationship with the team at Sourcewell, attend the annual H2O Supplier Forum, and want to be the premier supplier for Sourcewell members looking to acquire exceptional quality emergency vehicles.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Canada has different standards for ambulances, we are not currently looking to expand into that marketplace.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>As noted previously in our response to question 27, we have sales and service dealerships in 29 states and the District of Columbia. In those areas not covered by our dealer partners, we can sell factory-direct to Sourcewell members and then partner with either the member's own fleet service department or an independent service provider for warranty support of the product.</p> <p>As noted in question 32 above, we are not currently looking to sell in Canada due to different standards for ambulances in that marketplace.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors that we would exclude from servicing.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving in Hawaii, Alaska, or in US Territories, we would treat any sales opportunity as a factory-direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost of this service would be itemized out to the member and billed out as a separate part of the final invoicing.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If we are fortunate enough to be awarded a third Sourcewell contract, we will continue to educate our dealers and customers as to the benefits of utilizing the Sourcewell contract. The educational part for our sales team is concerned primarily with the benefits of the contract and the procedures that must be followed for proper compliance with our contract. We will continue to distribute printed and electronic supporting documents to our dealers so that they can distribute them to their customers and encourage non-Sourcewell members to join.</p> <p>In addition, PLCB will use all of our web-based platforms, direct mail, print advertising, and in-person interaction to educate current and future customers that we are an Awarded Vendor with Sourcewell.</p> <p>PL Custom Emergency Vehicles attends directly, or by extension through our dealer partners, over 50 trade shows, training forums, and dealer houses each year. At each, we bring signage and promote the utilization of our awarded Sourcewell contract.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PLCB has two websites for our different product lines; PL Custom Emergency Vehicles (<a href="http://www.plcustom.com">www.plcustom.com</a>) and Rescue 1 (<a href="http://www.rescue1mfg.com">www.rescue1mfg.com</a>). We also maintain a strong social media presence via Facebook, Instagram, YouTube, and LinkedIn. On all of these platforms, we routinely highlight both our status as an awarded vendor for Sourcewell and the value it brings to emergency service providers.</p> <p>Our Facebook and Instagram social media platforms have garnered around 23,000 likes and the reach of these platforms is significantly higher. Our YouTube video views are averaging over 51K.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting awarded contracts and suppliers arising from this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites, both for members and suppliers, are filled with helpful content. The support that we have received from all of our Sourcewell Development Administrators has been extremely helpful.</p> <p>We have taken a three-step process in order to integrate our Sourcewell awarded contracts into our sales process. They are as follows:</p> <p>Step 1 - All dealerships are given lists of Sourcewell members within their area of responsibility, so that they can specifically go out and approach these "warm" prospects. Our experience is that when a member uses Sourcewell for multiple purchases, the reception to our sales reps is greatly improved.</p> <p>Step 2 - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a member of Sourcewell. If the customer is, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, the sales representative brings along information about joining Sourcewell as a member.</p> <p>Step 3 - In cases where the customer is not a member, but their funding is provided by their municipal, city, county, or state government, the dealers take the same actions as outlined in Step 2. In some cases, our national sales manager will contact the appropriate finance officer for the funding body to explain and promote the use of our awarded Sourcewell contract for the project.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	PLCB does not have an e-procurement system.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Sales training is offered multiple times during the year at PLCB, as well as at our dealers' locations.</p> <p>Service training for dealers and customers is offered multiple times per year at PLCB and also at dealer / customer locations. Hard copy and electronic training manuals are provided to all attendees.</p> <p>Customer specific tours of our facility are routinely given for customers and they also spend some time during their tours by meeting with engineering and senior management.</p> <p>Pre-construction meetings with customers are held either at the factory or virtually via Zoom prior to final approval packages submitted for customer sign-off. These meetings are chaired by the engineer / project manager working the project.</p> <p>All of the above are provided to our customers and dealers at no charge.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Vehicle Enhancements Using New Technology:</p> <ol style="list-style-type: none"> <li>1. AeroClave disinfecting spray systems.</li> <li>2. Anti-theft devices to secure vehicle when left unattended.</li> <li>3. Camera systems - 360-degree, rear view, patient compartment, and exterior blind spot cameras with visual and audio monitors in cab.</li> <li>4. Climate controlled cabinets to monitor for temperature sensitive drugs and saline.</li> <li>5. Dash cam DVR for recording vehicle activity.</li> <li>6. Electrical load management with cab mounted indicators and potential load shed when draw exceeds output.</li> <li>7. Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials.</li> <li>8. GPS Systems.</li> <li>9. Idle reduction / mitigation systems to support on scene load demands.</li> <li>10. MEDS disinfecting spray systems.</li> <li>11. Narcotics lockers with biometrics, PIN, and proximity cards to control and document access.</li> <li>12. Onboard vehicle WIFI and wireless routers for telecommunication.</li> <li>13. Patient compartment audio visual systems for patient comfort over long distance, critical care transportation.</li> <li>14. Seat belt monitoring systems for cab and patient area.</li> <li>15. UV lighting upgrades for surface disinfection and air sanitation.</li> <li>16. V-Mux Multiplexed Electrical systems with integrated diagnostics for vehicle condition reporting.</li> </ol> <p>Engineering / Technology:</p> <ol style="list-style-type: none"> <li>1. Drive Works for 3D modeling and drawing configuration.</li> <li>2. Ford IDS (Integrated Diagnostic System) for vehicle diagnostics.</li> <li>3. Ford NGS (New Generation Star) tester for diagnostics.</li> <li>4. In-house paint mixing systems for Akzo Nobel Sikkens.</li> <li>5. John Bean front end alignment machine.</li> <li>6. OMAX Precision WaterJet System for metals processing.</li> <li>7. Quote Writer for sales quoting.</li> <li>8. Radan software for water jet and e-brake.</li> <li>9. Safran e-Brake for metals processing.</li> <li>10. SAGE MAS 200 ERP for accounting and inventory.</li> <li>11. Solid Works Electrical for electrical design and schematics.</li> <li>12. Solid Works EPDM for storage of engineering data.</li> <li>13. Solid Works for 3D modeling and design.</li> <li>14. Thermwood CNC router for cabinet shop.</li> </ol>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We offer solar panel technology to support the charging and recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers, etc. are still needed to be active.</p> <p>We offer idle reduction technology for those customers that need to remain on the scene of an incident and want to turn off the engine to reduce emissions into the air.</p> <p>Internally at the company, we maintain recycling of paper, aluminum, and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood, and cardboard are recycled through services specific to recycling.</p> <p>We have embraced a remote work environment and have continued this program post the COVID-19 workplace requirements. This reduces commutation fuel consumption and energy / utility usage here at our factory.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any current third-party eco-labels / certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	P.L. Custom Body and Equipment Co., Inc. is a woman owned company. Debrorah L. Thomson is the President of the company and this year, 2023, marks her 45th year with PLCB.  Key management positions held by women are noted below: Nancy Buhagiar, Vice President of Operations and Finance Kim Blanco, Human Resources Manager Lena Goodwin, Controller Cindy Straubinger, Service Manager Lisa Croasmun, Quality Assurance Manager	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	P.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles and we strongly believe in and practice a hands-on approach to our customers. Accessibility to and interaction with upper management is our normal way of conducting business and engaging with our customers. We answer to our customers, dealers, and employees. This method of conducting business adds value to our customers, and, by extension, to Sourcewell members. The experienced solutions our people offer result in a better understanding of our customers' needs and it yields a strong repeat customer base.	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Our warranties are as follows: 1. General Conversion - 3 year / 36,000 mile 2. Structural Integrity - Lifetime 3. Electrical - Lifetime, 100,000 mile 4. Paint - 10 year 5. Corrosion - 5 year	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty time frame.  Components that are manufactured by others are covered by their representative warranties. We facilitate warranty coverage for our dealers and customers in these cases.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All states currently serviced by our dealer network are fully covered for all our customers' warranty needs. In the areas where we may not have dealer coverage, we coordinate with a local chassis dealer, as well as an emergency vehicle service facility, to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty center if they have the ability to perform the work themselves. We offer service training at our location and also at the customer's service center location to support this need.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Some items that are manufactured by others are covered in both our 3-year general conversion and lifetime, 100,000-mile warranties. Other items are covered by the respective manufacturer's warranty - some of which are for longer periods of time.  We facilitate warranty coverage for our dealers and customers in these instances.  We have several lighting brands that offer 5 year and lifetime warranties on their products. All of these warranties are extended to our customers.	*

51	What are your proposed exchange and return programs and policies?	<p>Warranty Reimbursement Procedure: The dealer service center is contacted by the customer in the event of a warranty repair need. The dealer contacts PLCB for warranty authorization and diagnostic assistance for the reported issue.</p> <p>Warranty Pre-Approval Authorization: All warranty claims require a pre-approved warranty authorization (WA) number. This pre-approval process is required to first, inform PLCB of a warranty problem, but second, and most important, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number.</p> <p>Warranty Parts: If warranty parts are required and authorized, PLCB will ship in-stock replacement parts the day the request is made, provided the part is ordered before 2:00pm (EST). Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the day they arrive to PLCB.</p> <p>Return of Defective Parts: When warranty parts are provided, defective parts must be returned to PLCB within 30 days of the parts being shipped to be processed for credit.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Preventative maintenance contracts are offered to our customers through our dealers for annual inspections and chassis maintenance needs. These can be items such as oil changes, fluid checks, transmission service, and battery load testing. Preventative maintenance is highly recommended for optimal performance of the emergency vehicles.</p> <p>PLCB is a Ford Authorized Warranty Service Center, providing bumper to bumper support for our customers with a Ford chassis.</p> <p>Several of our dealers also provide Freightliner and International chassis warranty service coverage to their customers, minimizing downtime when the vehicle is out of service for repair.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>Dealer Driven Contracts: Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a case-by-case basis.</p> <p>Factory Direct Sales: Standard payment terms are payment upon inspection and acceptance at the factory. Once inspected and accepted, payment in full is expected prior to release of the ambulance. Terms other than that are offered and negotiated on a case-by-case basis.</p> <p>Note: Additional discounts, beyond those already afforded for Sourcewell members, are offered for progress payments to the contract.</p> <p>Payment Method: We allow for payments via check or wire transfer.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>While PLCB does not offer any inhouse leasing options, we do work closely with several municipal leasing companies and connect members directly to them.</p> <p>We also recently trained our sales team in using NCL Government Capital, an awarded Sourcewell vendor. This connection was made via the H2O Supplier event this past June. We have attached a flyer that highlights this program as a benefit to Sourcewell Members.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Our Order Form is the first indication into the factory that this particular order will be for a Sourcewell member (see upload). Additionally, if a remount or conversion, those order forms also have a check-off to indicate if the order is for a Sourcewell member. Finally, if a demo unit is sold, the Sale of Demo Form also allows the sales representative to identify if the sale is to a Sourcewell member (see attached).</p> <p>We also have a Sourcewell sales reporting form that is used for our quarterly reports to Sourcewell (see upload).</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently do not use a P-card payment process for completed vehicles. We do, however, offer this for smaller purchases for parts and service.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Detailed price lists for all of our base vehicles and associated options have been included in our RFP response.</p> <p>This pricing reflects both the MSRP price, as well as the 5% discount on base vehicle models and any options.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing, as submitted to Sourcewell, is discounted from MSRP and is offered with a 5% discount on base vehicle models and options.

59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For two identical vehicle orders placed at the same time with concurrent delivery: discount \$2,000.00 off of the second unit or \$1,000.00 off of each unit.</p> <p>For three or four identical vehicle orders placed at the same time with concurrent delivery: discount \$2,000 off of 2/3/4 unit or \$1500 per unit.</p> <p>Discounts are also offered for progress payment opportunities.</p>	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>We supply some items we would consider at be "pass thru" to the customer, such as patient loading stretchers, communication radios, exterior graphics / lettering, and chassis options.</p> <p>We also provide for the installation of customer supplied equipment, such as patient loading stretchers, communication radios, exterior graphics / lettering, small tools, hand lights, and miscellaneous equipment items.</p> <p>Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The selling and servicing dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle.</p> <p>Assistance with state specific EMS and licensing inspections and motor vehicle registration processing are offered by our dealers as a convenience to the customer.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after the final inspection at the factory. The vehicle is normally picked up by the dealer / sales representative, taken to their business location for any necessary inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer.</p> <p>PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during pandemic lockdowns and has continued as a convenience to the customer.</p> <p>Our location in New Jersey allows for many options for our customers. We are in close proximity to major international airports and centrally located for transport companies.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska, Hawaii, Canada, or any offshore delivery. If needed, transportation would be coordinated by the dealer representative (or factory personnel if a factory-direct sale) and they would coordinate all transportation logistics.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a great distance from New Jersey and will arrange for a final inspection here at the factory with the customer. They will then arrange for a transport company to pick up the completed unit here at the factory for final delivery. Our location in New Jersey affords easy access to our location for dealers, customers, and transport companies. The vehicle transport is quoted separately for each unit based on size and distance to the destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>We require all orders utilizing the Sourcewell contract to be initially coded as a Sourcewell contract on the incoming Order Form (form uploaded). The pricing for the sale would then be reviewed, validated, and approved by our national sales manager, Chad Newsome. As Sourcewell Supplier Development Administrators can personally attest to, this oversight of our Sourcewell contracts works very well.</p> <p>The contract would then be entered into our Access database. The data is also recorded into a tracking Excel spreadsheet for all Sourcewell contracts. That information is then shared on a quarterly basis with Sourcewell.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The reporting form to Sourcewell (file uploaded) notes the following information:</p> <ol style="list-style-type: none"> <li>1. Year</li> <li>2. Quarter in which delivery occurs</li> <li>3. Delivery Date</li> <li>4. Sourcewell Member #</li> <li>5. Member (account) name</li> <li>6. Member Address</li> <li>7. Product Sold (model ID #)</li> <li>8. Sales Amount</li> <li>9. Administrative Fee</li> <li>10. Contract (RFP) Number</li> </ol> <p>Internally, we also track if the dealer was invoiced for the administrative fee and whether we have received that fee.</p> <p>Finally, we also track more information internally on each Sourcewell contract. It covers the items above, but also tracks more data, such as:</p> <ol style="list-style-type: none"> <li>1. Agency Under Name (ie. Fire Department of the Town that is the member)</li> <li>2. Date of contract</li> <li>3. Projected month of delivery</li> <li>4. Selling Dealer</li> <li>5. Sales representative</li> <li>6. Invoice date to dealer for administrative fee</li> <li>7. Date of payment made to Sourcewell</li> <li>8. Check #</li> </ol>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>PLCB will offer a tiered administrative fee for Sourcewell. The fee is per contract.</p> <ul style="list-style-type: none"> <li>\$ 1,000.00 admin fee - 1-5 units</li> <li>\$ 2,000.00 admin fee - 6-10 units</li> <li>\$ 3,000.00 admin fee - 11-15 units</li> <li>\$ 4,000.00 admin fee - 16-20 units</li> <li>\$ 5,000.00 admin fee - 21 or higher units</li> </ul>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our vehicles are produced as Medallion Type III, Classic Type I, and Titan Medium Duty ambulances. In compliance with the RFP language, we have noted all models as Type I, Type I AD, Type III, and Type III AD. Utilizing the Ford, RAM, Chevrolet, Freightliner, and International chassis platforms, the actual choice of chassis brand is based upon the customer's preference and needs.</p> <p>We provide modular ambulance body remounts for Type I, Type III, and Medium Duty ambulances. This allows the customer to retain the value in the original ambulance body and remount it onto a new chassis when the original is worn out due to miles driven and other conditions. This offers a true savings to the customer and also extends the overall value of the ambulance. All of our ambulances are designed with this opportunity in mind.</p> <p>Emergency Medical Units providing first response and ALS (Advanced Life Support) services are offered on a variety of chassis platforms. These chassis can be Ford, GM, or RAM platforms.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our RFP has an expanded offering for increased choices for Sourcewell members. There are thirty different products to offer. They are broken into three different groups:</p> <p>Ambulances - Eighteen different choices, with a wide variety of chassis platform and module sizes.</p> <p>Ambulance Body Remounts - Six different choices, with a wide variety of chassis platforms.</p> <p>Conversion Vehicles - Six different choices, based upon various chassis platforms.</p>
71	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	A detailed option list is uploaded for our three product segments - ambulances, remounts, and conversions.
72	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are six different remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in our overall option list. These are uploaded in the documents section.
73	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	PLCB maintains certifications to Federal Specification KKK-A-1822 Rev. F, Ford QVM (Quality Vehicle Modifier), NFPA (National Fire Protection Association), and OSHA (Occupational Safety and Health Administration). We maintain manufacturer licenses in all states that require it. We are also current members of NFPA, NJBIA, NTEA/ AMD, and CAAS.
74	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We do not certify to Canadian ambulance standards.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	New *	Remount *	Demo *	Used *	Comments
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75	Type I ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB is offering new Type I ambulances. We also are offering remounts and demos for the Type I category. We are not offering used ambulances.</p> <p>A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.</p>
76	Type I-AD ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB is offering new Type I AD ambulances. We also are offering remounts and demos for the Type I AD category. We are not offering used ambulances.</p> <p>A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.</p>
77	Type II ambulance units	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB does not manufacture Type II ambulances, nor are we offering used ambulances.</p>
78	Type III ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PLCB is offering new Type III ambulances. We also are offering remounts and demos for the Type III category. We are not offering used ambulances.</p> <p>A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.</p>

79	Type III-AD ambulance units	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	PLCB is offering new Type III AD ambulances. We also are offering remounts and demos for the Type III AD category. We are not offering used ambulances.  A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
80	Emergency medical transportation vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
81	Vehicles used in the delivery of pre-hospital and out of hospital care	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.

**Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types of solutions described in Line Items 75 - 81 in Table 14B above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our uploaded options list had a variety of optional equipment to outfit an ambulance. In cases where components are not offered by PLCB, we would offer optional equipment and price out as per our answers to questions 60 and 61.
83	Services complementary or incidental to the offering of the solutions described in Line Items 75 - 81 in Table 14B above, including installation, customization, refurbishment, inspection, repair and maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our uploaded options list had a variety of optional equipment to outfit an ambulance. In cases where components are not offered by PLCB, we would offer optional equipment and price out as per our answers to questions 60 and 61.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 84. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

<b>Do you have exceptions or modifications to propose?</b>	<b>Acknowledgement *</b>
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Monday December 18, 2023 13:26:23
  - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Wednesday December 13, 2023 10:56:07
  - [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday December 13, 2023 14:14:39
  - [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Tuesday December 19, 2023 06:57:08
  - [Warranty Information](#) - Warranty Information.zip - Monday December 18, 2023 15:11:32
  - [Standard Transaction Document Samples](#) - Standard Transaction Document.zip - Wednesday December 13, 2023 10:58:45
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Upload Additional Document.zip - Tuesday December 19, 2023 07:58:56

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Newsome, National Sales Manager, P.L. Custom Body and Equipment Co., Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Ambulance_RFP_122123</b> Wed November 29 2023 11:17 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Ambulance_RFP_122123</b> Wed November 22 2023 09:10 AM	<input checked="" type="checkbox"/>	1



## Capital Projects / Operations Committee

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**Meeting Date:** November 12, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 5.d  
**Item Description:** Review - FY25 CIP Project Balances and Potential Carryover  
**Submitted By:** Brian S. Phinney, COO

### Key Terms:

### Executive Summary:

This item is a review of FY25 budget balances and FY25 CIP balances. Currently, the staff is not able to accurately predict general budget balances until the FY24 and FY25 ACFR work is complete internally. This is anticipated to be by late December. There are no FY25 CIP funds available to carryover due to the added expense of two projects — primarily the reconstruction of the Gil Boucher Bath House and the Seeds of Hope Renovation Project. The net deficit for FY25 CIP projects and these two projects is \$351,719. With no specific funding source identified at the time of approval for the Seeds of Hope Project, this deficit will need to be adsorbed into the FY25 budget.

### Detailed Review:

Generally, at the end of each fiscal year, a review of department budgets and capital improvement projects is performed to determine if balances remain and whether it is recommended to carry such balances forward into the next fiscal year to complete ongoing work or reallocate such funds.

For the FY25 budget, the City is still behind schedule for completing the FY24 Annual Comprehensive Financial Report (ACFR) and preparing balances in anticipation of the FY25 ACFR. Due to the absence of these audits, it is anticipated that staff will not be in a position to make formal carryover requests until the ACFRs are nearing completion of internal review. It is anticipated this will be mid to late December.

As for the FY25 CIP, there were positive ending balances for several CIP projects. However, these balances were offset by expenses. In particular, the Gil Boucher Bath House Project and Seeds of Hope Renovation Project resulted in a net deficit of \$351,719. The attachment

labeled, *20251008 FY25 CIP Allocation and Projected Carryover (+) or Shortfall (-)* provides a summary of the project balances. As the attachment shows, there are no CIP funds to carryover from FY25 and the \$351,719 shortfall will need to be covered by end of year surplus funds as part of the FY24 and FY25 ACFR work.

**Funding Source:**

N/A

**Staff Recommendation:**

N/A - This is a review item.

**Next Steps:**

The final end of year balances for the FY25 fiscal budget will not be known with certainty until the FY24 and FY25 ACFR work has been completed internally. It is anticipated that this information will be available in mid to late December.

**Attachments:**

1. 20251008 FY25 CIP Allocation and Projected Carryover (+) or Shortfall (-)

