

() OTHER

For this particular project ESCO can commit to a 3% DBE goal, this would be under the shipping component. Note, DPS worked with ESCO for months to get the 3% agreement on the Midway contract.

The terms of the O'Hare agreement will be identical to those negotiated by DPS/DOA/LAW and ESCO for Midway.

APPROVED BY:

Kenneth L. Lewis
DEPARTMENT HEAD
OR DESIGNEE

5/30/07
DATE

Stephen D. B.
BOARD CHAIRPERSON

6/8/07
DATE

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev 9/97)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must be prepared on this Justification for Non-Competitive Procurement Form in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. The Board will not consider justifications with incomplete information or documentation. Also, attach Form F-7 (if One Time Contract); F-8 (if Delegate Agency Contract) or F-26 (if Term Agreement) to obtain a pre-assigned Specification and Contract Number for each contract in this request.

PROCUREMENT HISTORY (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

1. Describe the requirement and how it evolved from initial planning to its present, status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted).
4. Describe any research done to find other sources (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job, project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (ie. budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications or other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why.
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

OTHER

1. Explain other related considerations and attach all applicable supporting documents (Information Technology Strategy Committee (ITSC) Approval form, etc.)
2. Explain what opportunities of direct/indirect involvement of Minority or Women Business Enterprises have been discussed and/or are available this contract.

REVIEW AND APPROVAL

This form must be signed by both the Originator of the request and approved by the Department Head or, authorized designee.

DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CACN's Name	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: June 6, 2007

REQ No.: TBD 33983

Specification No.: (if known): TBD

PO No.: (if known): N/A 58349
15283

Contact Person: David Bowman

Tel: 686-7089 Fax: 894-1841 E-mail: av00289

@cityofchicago.org

Project Manager: James Szczesniak

Tel: 686-3331 Fax: 686-3128 E-mail: jszczesniak

Mark Madden Ph: 686-6630 Fx 686-6227

@cityofchicago.org

Previous PO No.: (if known): 12560

Modification No.: (if known): N/A

Project Description: Arrestor Beds for O'Hare International Airport Runways 4R and 22L

FUNDING:

- | | | | | | |
|----------|---------------------------------------|--|-------------------------------------|---------------------------------|--------------------------------|
| City: | <input type="checkbox"/> Corporate | <input checked="" type="checkbox"/> Bond | <input type="checkbox"/> Enterprise | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |
| State: | <input type="checkbox"/> IDOT/Transit | <input type="checkbox"/> IDOT/Highway | <input type="checkbox"/> FAA | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |
| Federal: | <input type="checkbox"/> FHWA | <input type="checkbox"/> FTA | | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	2000	582	85	4005	8000		0540	H80005E		

Estimated Value \$10,369,800
*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

- Blanket Agreement
- Standard Agreement
- Small Orders

MOD/AMENDMENT

- Time Extension
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: 1 yr Requested Term (number of months): 24

DPS PROJECT CHECKLIST

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

If applicable, Pre-Qualification Category No. Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other (fill in)

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications.

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management: Yes No

Will work be performed within 50 feet of CTA or ATS structure or property? Yes No

Will work be performed airside? Yes No

***NOTE:** Any non-construction Aviation request, complete the applicable section.

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

Will services be performed within 50 feet of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

DPS PROJECT CHECKLIST

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories.
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer; or Dealer; or Other Source:)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

If Modification request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed description of project listing obligations of each party.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form
- ITSC (approved by BIS)
- OBM (approved by Budget form/memo)
- Grant document attached

Attach any documentation indicating any previous purchase activity to assist in the procurement process

TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, including time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

Has the project been reviewed by BIS? Yes No

Attach copy of BIS Recommendation; Reservation(s); or participate under current contract.

Does the project include software? Yes No

If yes, is signed ITSC form attached? Yes No

Does the location involve:
A public way? Yes No

Any concession in the City's facilities? Yes No

Is it anticipated City Council approval of the project or contract will be required? Yes No

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Risk Management:

Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

Will services require the handling of hazardous/bio-waste material? Yes No

Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:



ESCO
EMAS

May 16, 2007

Dave Bowman
City of Chicago
Department of Aviation
O'Hare International Airport
Terminal 2, E/F Mezzanine
Chicago, Illinois 60666

Subject: **Proposal for Material Supply and Installation Support Services for Two (2) Engineered Material Arresting System (EMAS)**

Ref: **Chicago O'Hare International Airport**

Dear Mr. Bowman,

Attached is ESCO's *revised* proposal for the direct purchase of two (2) EMAS for RW 4R-22L at O'Hare with a \$1M bond included.

Since the design for the bed sizes have not finalized yet, we are providing a proposal based on our best estimates on eventual EMAS arrestor bed sizes on both ends. Pricing provided here is based on our current fiscal year FY07 that ends on August 31, 2007. Though our standard lead-time is 6-9 months, we have planned for these two beds in our production queue to be able to produce and deliver in time for a possible installation start in October/November 2007 time frame, provided we get a contract executed in the next 2-3 months.

Please do not hesitate to contact me at (856) 241-8620 x452 if you have any questions.

I look forward to working with you again.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Quan'.

Kevin Quan, C.M.
Sr. Regional Director, EMAS
ZODIAC-ESCO, EMAS Division



ESCO
EMAS

EMAS Proposal

ESCO is pleased to offer to produce EMAS materials and provide installation support for two (2) EMAS arrestor beds at Chicago O'Hare International Airport based on the terms and conditions below:

For Departure End of Runway 4R		<i>ESCO's FY ends on August 31st</i>	
Bed Size (491 ft long bed X 170 ft wide, 35 ft setback from RW end)		<u>FY07</u>	
Production (5,124 EMAS blocks)		\$	5,446,812
Shipping		\$	306,288
Installation Materials		\$	209,600
Installation Technical Support		\$	373,600
Total Price =		\$	6,336,300
For Departure End of Runway 22L		<u>FY07</u>	
Bed Size (301 ft long bed X 170 ft wide, 545 ft setback from RW end)			
Production (3,150 EMAS blocks)		\$	3,348,450
Shipping		\$	184,550
Installation Materials		\$	145,700
Installation Technical Support		\$	263,800
Total Price =		\$	3,942,500

Price for \$1M bond = \$ 91,000

Total Price for Both Beds = \$ 10,369,800

Terms & Conditions

- Pricing shown above is based on estimates on EMAS arrestor bed sizes for each runway end from preliminary design report issued. Any changes in arrestor bed sizes would result in adjusting pricing up or down. Individual block pricing can be adjusted up or down based on a per block price of \$1,063.00 for FY07. Pricing for other components would be adjusted by percent of reduction or increase in bed size accordingly.
- Price is based on contract for production and installation issued NLT end of July 2007 to allow sufficient time to produce materials for possible installation in Oct/Nov07. Even though there is a 6-9 month lead-time for production, we have programmed this project into our production queue to support this expedited schedule.
- Extended storage fees (TBD) could apply if installations are delayed from target installation dates (TBD-mutually agreed upon between ESCO and the City). Current target is to attempt to install both beds this year.
- Proposal is valid for 60 days from date of this proposal letter.
- Blocks and installation materials to be invoiced monthly as stored materials. Blocks will be allocated as stored material in warehouse storage with payment upon allocation at ESCO's Logan Township, NJ facility. Shipping to be insured upon shipment to the airport. Installation technical support will be invoiced based on %completion at time of monthly invoice.



ESCO EMAS

Blocks will be invoiced based on number of blocks produced and allocated, with each block invoiced at 1/5,124th of the total price for the departure end of RW 4R and 1/3,150th of the total price for the departure end of RW 22L.

- Only opportunity for DBE content is in the shipping component of this project (up to 5% of total value of the contract). ESCO will utilize a DBE certified freight company.
- No sales tax or other taxes are included in above figures. If any are applicable, airport should add the taxes to ESCO's pricing where applicable.
- \$1,000,000.00 bond is included in this proposal.
- Payments net 60 days from issuance of invoice.
- 1 year limited warranty against defects in materials and workmanship provided ESCO produces and installs the arresting system. A copy of the warranty is attached. ESCO will not accept ANY liability, indemnity, consequential or incidental damages or warranty other than as stated in the ESCO warranty. See the warranty for details.
- Liquidated damages of \$200 per day will apply to ESCO only where ESCO is responsible for the delay, and only to a maximum of \$20,000.
- Airport Work hours-TBD. Planned night work hours, 5-6 hours per day up to 6 days per week.
- Space will be provided at the airport for block storage and staging (to park trucks, stage blocks) at no cost to ESCO.
- Quarterly EMAS inspections for one year by ESCO are included at no additional cost.

ENGINEERED ARRESTING SYSTEMS CORPORATION

2239 High Hill Road, Logan Township, NJ 08085

Tel.: 856-241-8620 Fax: 856-241-8621

<http://www.esco-usa.com>



ESCO
EMAS

ENGINEERED ARRESTING SYSTEMS CORPORATION

Engineered Material Arresting System LIMITED Warranty

ENGINEERED ARRESTING SYSTEMS CORPORATION ("ESCO") warrants to the original purchaser (the "Owner") of the ESCO Engineered Material Arresting System ("EMAS") that, for a period of one year from the earlier of the date of acceptance, as evidenced by a final acceptance document signed by the Owner or 30 days from date ESCO notifies Owner that the EMAS is ready for acceptance, and subject to the limitations stated herein, the EMAS arrestor bed (excludes base surface preparation) conforms to the product specifications contained in the documents listed under section entitled Applicable Documents. This Warranty is expressly conditioned on the Owner's satisfying all of the following requirements:

MAINTENANCE: ESCO requires that the Owner initiate and follow a preventative maintenance program in accordance with the ESCO Inspection, Maintenance and Repair Manual listed under the clause "Applicable Documents".

RIGHT OF INSPECTION: The Owner shall provide ESCO with reasonable access to the EMAS after its installation for the purpose of conducting quarterly inspections. Reasonable access shall include, without limitation, access during daylight hours to permit careful visual assessment of the condition of the EMAS and access to all records of maintenance carried out by the Owner.

INSTALLATION: The EMAS must be installed by an ESCO-authorized EMAS contractor in strict compliance with ESCO's specifications, and project drawings and submittals approved by ESCO. There must be no deviations from ESCO's specifications or the approved project drawings and submittals, without the prior written approval of ESCO. During the entire installation process and upon completion of the installation, the work must be inspected and approved by a technical representative of ESCO as conforming with ESCO's specifications and approved project drawings and submittals.

NOTIFICATION: If the Owner believes that it has a claim arising from the failure of the EMAS to conform with this Warranty, the Owner must notify ESCO of the claim, within ten (10) days after discovering the conditions giving rise to the claim, and in any case before the Warranty period has expired. All such notices shall be given by certified mail addressed to **Director of Quality Assurance, Attention: Warranty Claim** Engineered Arresting Systems Corporation, 2550 Market Street, Aston, PA 19014-3426, USA.

Failure to adhere to any of the conditions stated above shall void this Warranty.

WARRANTY REMEDY If the Warranty set forth above is breached, ESCO will, at its sole option, either (1) correct the non-conformity at its own cost within a reasonable time after receiving notice of the breach, or (2) replace the non-conforming portion of the EMAS at its own cost within a reasonable time after receiving notice of the breach. The Owner

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shall give ESCO reasonable access to the EMAS that allows ESCO to perform its warranty obligations on its most cost-effective basis possible.

EXCLUSIONS

ESCO shall not be liable for any damage to the EMAS or other property attributable to any of the following (or any combination thereof):

1. Standing water in and around the EMAS bed,
2. Vehicular traffic,
3. Aircraft traffic in contact with the EMAS bed,
4. Acts of nature, including, but not limited to, lightning, flood, winds in excess of 100 mph, earthquake, hurricane, tornado, hail storm, or impact of objects or other violent storm or casualty,
5. Repairs or alterations of the EMAS, unless performed by personnel trained and qualified by ESCO and in a manner meeting the ESCO specifications and procedures listed under the clause "Applicable Documents",
6. Excessive build up of debris in and around the EMAS bed,
7. Impact or contact with other objects, spilled liquids or immersion in liquids (including fuel dropped from over-flying aircraft),
8. Use of the EMAS for purposes other than those for which it is customarily used,
9. Improper maintenance, abuse or other neglect,
10. Exposure to chemicals other than de-icers and aircraft engine exhaust,
11. Jet Blast in excess of 100 mph, and
12. Damage or defect due to faulty or improper workmanship, including installation of the product that is not in accordance with ESCO's published specifications and installation recommendations in effect at the time of installation.
13. Damage to the EMAS arrestor bed related to or caused by the base surface not being constructed per the drawings and specifications. ESCO must check and accept the base surface prior to the start of EMAS arrestor bed installation.
14. Any subsequent failure of the base surface whether or not originally constructed per the drawings and specifications.

APPLICABLE DOCUMENTS

Project Installation Drawing No. _____
Item P-555 Rev ___ EMAS Bed Installation by Prime Contractor
EMAS Quality Control plan for EMAS installation at San Diego International Airport, with associated Quality Control Instructions.
SM-_____, Inspection, Maintenance and Repair Manual
P.O./Contract number _____

WARRANTY EXCLUSIVE/LIMITATION OF LIABILITY

THE EXPRESS WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE OWNER'S EXCLUSIVE REMEDIES AND ESCO'S ONLY OBLIGATIONS



ESCO
EMAS

ARISING OUT OF OR IN CONNECTION WITH DEFECTS OR NON-CONFORMITIES IN THE EMAS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN ANY CONTRACT DOCUMENT, ESCO'S TOTAL LIABILITY TO THE OWNER ARISING FROM OR RELATING TO DEFECTS OR NON-CONFORMITIES IN THE EMAS SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE EMAS PAID TO ESCO. ESCO SHALL HAVE NO LIABILITY TO THE OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. REGARDLESS OF ANY STATUTORY LIMITATION PERIODS, ESCO SHALL NOT BE LIABLE FOR ANY BREACH OF WARRANTY OF WHICH IT IS NOT NOTIFIED AS REQUIRED BEFORE THE WARRANTY PERIOD HAS EXPIRED.

NO WARRANTY MODIFICATIONS

This Warranty may not be modified except in a writing signed by ESCO's President. No representative, employee, or agent of ESCO, or any person, other than the President of ESCO, has the authority to assume for ESCO any additional liability or responsibility in connection with the EMAS or this Warranty.

To ensure registration of this Warranty, please return a signed copy to:

Manager of Quality Assurance
Engineered Arresting Systems Corporation
2239 High Hill Road
Logan Township, NJ 08085
Phone (856) 241-8620
Fax (856) 241-8621

Name (Please Print) of Authorized Airport Individual: _____

Signature: _____ Date: _____



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

Office of Airport Safety
and Standards

800 Independence Ave., SW.
Washington, DC 20591

May 14, 2007

To Whom It May Concern:

Federal Aviation Administration (FAA) Advisory Circular 150/5220-22, *Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns*, contains standards for arresting systems installed on U.S. civil airports. Paragraph 6.c. *Design Method*, requires a validated design method that can predict the performance of the system.

As of the date of this letter, Engineered Arresting Systems Company, Inc. (ESCO) is the only enterprise that has demonstrated and validated a design method to the satisfaction of the FAA.

Sincerely,

A handwritten signature in cursive script that reads "Rick Marinelli".

Rick Marinelli, P.E.
Manager, Airport Engineering
Division