

February 2019

Project No. 170373

PROJECT MANUAL

Terminal Flooring Replacement

at

**Erie International Airport
Tom Ridge Field
Erie, Pennsylvania**

Prepared for

**Erie Regional Airport Authority
Erie International Airport
Tom Ridge Field
4411 West 12th Street
Erie, PA 16505-0393**

Prepared by

Michael Baker

I N T E R N A T I O N A L

Michael Baker International, Inc.
100 Airside Drive
Moon Township, PA 15108

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INVITATION TO BID
ERIE INTERNATIONAL AIRPORT, TOM RIDGE FIELD
ERIE, PENNSYLVANIA

SEALED BIDS for the **TERMINAL FLOORING REPLACEMENT** at the Erie International Airport, Tom Ridge Field will be received at the Erie Regional Airport Authority's (ERAA) office at the Airport's Terminal Building, 4411 West 12th Street, Erie, PA 16505, until **11:00 AM, FRIDAY, FEBRUARY 22, 2019** and immediately thereafter will be publicly opened and read aloud at the ERAA's office in the Airport's Terminal Building in the back of the ERI Cafe. The ERAA is not responsible for late mail or late deliveries. Bids submitted after the bid closing time shall not be accepted and will be returned unopened. All bids shall be received as hard copy in sealed envelopes that are marked as: **ERAA, ATTN: KIM SCHARRER, BID FOR TERMINAL FLOORING REPLACEMENT, 4411 WEST 12TH STREET, ERIE, PA 16505.** Note that NO facsimile, electronic or other form of response is acceptable to ERAA. Bids are to include the furnishing of all material and performance of labor as required by the Contract Documents, all in accordance with the Instructions to Bidders. No Bid or any portion thereof may be withdrawn after the date and time specified above for the receipt of bids and during the ensuing thirty (30) days thereafter.

As of **FEBRUARY 11, 2019**, the Contract Documents may be obtained by downloading and printing them from the ERAA website, under "Business Opportunities" at www.erieairport.org. **Bidders must register their intent to bid by filing their name, address, telephone number and email address with ERAA, c/o Kim Scharrer, 4411 W. 12th Street, Erie, PA, 16505, 814-833-4258, kscharrer@erieairport.org.** Bidders are responsible for obtaining Addenda. Additionally, any Addenda will be posted under "Business Opportunities" at www.erieairport.org.

For questions in regard to this Advertisement, contact Kim Scharrer, 814-833-4258, or kscharrer@erieairport.org. Any questions for requests for interpretation of the Contract Documents shall be made pursuant to Section 2 of the Instructions to Bidders, entitled "Bidder's Responsibility," contained in the Contract Documents.

A site visit of the project area will be provided upon request. Contact ERAA, KIM SCHARRER, at 814-833-4258, kscharrer@erieairport.org.

Bids must be submitted on the prescribed forms furnished with the Bidding Documents. Each bid must be accompanied by a Bid Security in the form of a certified check, cashier's check, or original corporate surety Bid Bond with original power of attorney, in the amount of ten percent (10%) of the Base Bid, made in favor of "The Erie Regional Airport Authority". No Bid will be considered unless it is so guaranteed. Facsimiles and copies will not be accepted and will provide cause for the Bid to be rejected.

The attention of Bidders is called to the Federal, State and County equal opportunity requirements, which are applicable under this Contract. All bids shall be submitted in accordance with these requirements.

The ERAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will

INSTRUCTION TO BIDDERS

1. **SCOPE OF WORK**

Bidders are invited to submit proposals for furnishing all Work shown as described in this document for the following project:

**Erie International Airport
Tom Ridge Field
Terminal Flooring Replacement**

This project consists of the replacement of the flooring in the terminal building at Erie International Airport, Tom Ridge Field. The scope includes demolition work, documented compliance with manufacturers recommendations of floor preparation and installation, accessible transitions, and areas requiring replacement wall base. Installation includes a 1/3:2/3 split "random" installation of Congoleum Corporation, "Structure" series vinyl plank BN210 Aspen White (1/3) and BN21 Coyote (2/3) laid in large sections that alternate between North/South and East/West plank orientation breaking up the long corridors. An "Attic stock" of 20% product stock shall be provided and turned-over to the ERAA.

Pricing of material costs are obtained from Congoleum Corporation:

Jay Jacobs, Congoleum Corp. National Sales Manager
jjcaobs@congoleum.com (847) 909-6363

The Contractor shall provide a Phasing Plan to the ERAA that describes the areas that will be impacted and the sequencing of the construction work. When the work is within the Public Area of the airport, the Contractor shall perform work to have a minimal impact to tenants and the public. When the work is within the Sterile Area of the airport, the Contractor shall perform the work between the hours of 7:00 AM and 11:00 AM, 12:00 PM and 4:00 PM, and 6:30 PM and 3:30 AM, and all areas shall be restored to useable conditions before the ending times of each period, i.e. 11:00 AM, 4:00 PM, and 3:30 AM so the area can be utilized for airline operations and passenger boarding/de-boarding. All Contractor workers performing working in the Sterile Area are required to obtain an ERAA Airport Badge through the ERAA Police Department. All fees associated with the airport badge are the responsibility of the Contractor.

2. **BIDDER'S RESPONSIBILITY**

Each bidder shall familiarize him/herself with all the attached forms, advertisement, instructions, Specifications, Bonds and Agreement, as he/she shall be held responsible to fully comply therewith.

The bidder is also required to carefully examine the Site of the Project, and it shall be assumed that he has satisfied himself as to the conditions to be encountered, the character,

quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract and Specifications. No allowance or concession shall be made for lack of such information on the part of the Contractor.

Any questions regarding the contract documents should be emailed no later than 4:00 PM, on FEBRUARY 15, 2019 to Kim Scharrer, Erie Regional Airport Authority (ERAA), at kscharrer@erieairport.org

3. SPECIFICATIONS

- a. The Work shall be in strict accordance with the Specifications which are designated as follows:

**Erie International Airport
Tom Ridge Field
Terminal Flooring Replacement**

- b. Bidders may obtain copies of the Contract Documents by downloading and printing them from the ERAA website, under "Business Opportunities" at www.erieairport.org. **Bidders must register their intent to bid by filing their name, address, telephone number and email address with ERAA, c/o Kim Scharrer, 4411 W. 12th Street, Erie, PA, 16505, 814-833-4258, kscharrer@erieairport.org.**

4. BID AND CONTRACTS

Bids must be sealed and addressed to:

Erie Regional Airport Authority
Erie International Airport
ATTN: Kim Scharrer
4411 West 12th Street
Erie, PA 16505

The sealed envelope shall be marked:

**ERAA, ATTN: KIM SCHARRER
BID FOR TERMINAL FLOORING REPLACEMENT
4411 WEST 12TH STREET
ERIE, PA 16505**

Each bid must be submitted on the forms furnished to the bidders. Bids submitted after the time specified for the receipt of bids will not be accepted and will be returned unopened. Bid documents must include those forms listed under Item 16 of the Instructions to Bidders.

The successful bidder shall be required to execute the Contract for construction and return the Contract accompanied by the Performance and Payment Bonds and Insurance

Certificates herein described, within fifteen (15) calendar days after the documents are presented to him.

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

Bids may be withdrawn on written telegraphic requests received from the bidder prior to the time fixed for opening. A bidder may also withdraw his bid, providing he does so according to Pennsylvania Law.

5. BID GUARANTY

A bid security in an amount equal to at least **ten percent (10%)** of the total bid shall be submitted with each bid. This shall be in the form of a certified check, cashiers check or bid bond with good and sufficient surety. The payee in any instance shall be:

ERIE REGIONAL AIRPORT AUTHORITY

Should any surety upon any bonds become unsatisfactory to the Owner, or if for any reason any bond shall cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, furnish such additional bonds as may be required from time to time to protect the interest of the Owner and of persons, firms, or corporations supplying labor, material, equipment or services in the prosecution of the Work contemplated by the Contract. The additional bonds required shall be with other sureties as may be satisfactory to the Owner. The premiums on such additional bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall further payments be made until the required additional bonds have been furnished by the Contractor and approved by the Owner.

6. ALTERNATE BIDS AND ADDENDA

Alternate bids, except as noted herein shall not be considered. No oral interpretations shall be made to any bidder as to the meaning of the Contract Documents. Every request for such an interpretation shall be made in writing to ERAA, ATTN: Kim Scharrer. Interpretations shall be made to all bidders in the form of an addendum to the Contract Documents. All addenda shall be emailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidder. Oral interpretations or clarifications shall be without legal effect.

7. INVESTIGATION OF CONDITIONS AND ERRORS IN BID

It is required that each bidder visit the Site and acquaint himself with all available information concerning the condition of the Site, the availability of labor, and the local conditions having a bearing on the transporting, handling, and storing of materials and equipment. All bidders or their authorized agents are expected to examine the Drawings, Specifications, schedules and all other instructions pertaining to the Work which are

supplied with this Project. Failure of the bidder to acquaint him/herself with all available information concerning the existing conditions shall not relieve the successful bidder of the responsibility for estimating the difficulties and costs of successfully performing the Work as required, and he/she cannot secure relief on the pleas of error in his/her bid.

The ERIE REGIONAL AIRPORT AUTHORITY, hereinafter referred to as the Owner and/or Obligee reserves the right to waive minor irregularities or minor errors in any proposal if it appears to the Owner that such irregularities or errors, so waived, can and must be corrected on the proposal in which they occur prior to the execution of the Contract, which may be awarded thereon.

8. METHOD OF AWARD OR REJECTION OF BIDS

The Bidder shall refer to Section 30 of the General Provisions as well as the Basis of Award of these bid documents for methods of award and execution of the Contract.

9. TIME OF PERFORMANCE

Work shall commence within ten (10) business days after the date of "Notice to Proceed" and the Contractor shall fully complete all Work within the time stated and under the conditions enumerated in the Agreement.

10. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT

All Contractors shall comply with the Federal Occupational Safety and Health Act of 1970.

The Contractor and all Subcontractors pursuant to the Contract shall at all times comply with all applicable Federal, State, and local laws, provisions, and policies governing Safety and Health, including the Federal Construction Safety Act (Public Law 91-54) Federal Register Chapter XVII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and all subsequent revisions updating these regulations.

The Contractor and all Subcontractors pursuant to the Contract shall have the sole responsibility to take any and all needed action as reasonably necessary to protect the life, health and general occupational welfare of all personnel on the Site as well as the general public in and around the construction Site.

11. PREVAILING WAGES

The minimum wage rates for each craft or classification of all workmen needed to perform this Contract during the anticipated term hereof shall be governed by the Prevailing Rates, which are included in the General Provisions under Attachment 2.

12. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall refer to Attachments 1 of the General Provisions for other State requirements for this Contract.

13. OTHER STATE REQUIREMENTS

The Contractor shall refer to Attachments 1 of the General Provisions for other State requirements for this Contract.

14. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract under this Contract must be in accordance with the following:

- a. May have to submit Certification of Compliance with Executive Order 11246. Approval of the proposed Subcontract award cannot be given by the Owner unless and until the proposed Subcontractor has submitted the certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.
- b. The Contractor shall notify the Owner in writing, accompanied with his/her proposal of the names of all Subcontractors proposed for the Work and the extent and character of the Work to be performed by each Subcontractor. No Subcontractor shall be permitted to perform any Work on the Project unless and until the Owner has notified the Contractor in writing that such Subcontractor has been approved. The Contractor shall supply proof, with his/her bid, that each proposed Subcontractor is particularly equipped and capable to perform such Work. Proof of qualifications and capability of proposed Subcontractors shall include the following:
 1. A financial statement certified by its accountants.
 2. A list of contracts successfully and satisfactorily carried to completion on work of a similar nature.
 3. A list of contracts presently underway, the percentage of completion of each contract and the name and address of the owner.
 4. A list of equipment to be utilized on this Project.
- c. Subcontracted Work shall not begin until approval has been secured from the Owner. It is understood, however, that any approval by the Owner for the subcontracting of any of the Work under the Contract in no way relieves the Contractor from his full obligations under the Contract. The Contractor shall be responsible for all acts or omissions of any Subcontractor or supplier and shall be liable for all damages caused by the acts or omissions of any Subcontractor or supplier.
- d. Subletting by Subcontractors shall not be permitted.

15. GUARANTEES

The following guarantees shall be required.

- a. A Performance Bond with good and sufficient surety or sureties for the protection of the Owner shall be executed in a penal amount of one hundred percent (100%) of the Contract Price.
- b. A Payment Bond with good and sufficient surety or sureties for the protection of persons furnishing material and labor of the Work shall be executed in a penal amount of one hundred percent (100%) of the Contract Price.
- c. In addition to the Contract securities noted above, a Maintenance Bond with good and sufficient surety or sureties in a penal amount of one hundred percent (100%) of the Final Contract Price shall be required upon completion of all Work. Said Bond shall guarantee against defective or inferior materials or workmanship which may develop during the period of one (1) year from the date of the completion and acceptance of Work performed under the Contract.

16. REQUIRED FORMS

The forms listed below must be submitted, as indicated, with every bid:

	<u>Bidder</u>
• Form of Bid	X
• Bid Guaranty	X
• Non-Collusion Affidavit	X

17. LIQUIDATED DAMAGES

The amount of liquidated damages to be charged for the Contractor's failure to complete the Work within the time specified in the Contract Agreement and under the conditions specified, shall be as stated in the "Agreement".

18. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The DBE goal for this project is 0%.

FORM OF BID

TERMINAL FLOORING REPLACEMENT
ERIE INTERNATIONAL AIRPORT, TOM RIDGE FIELD

FROM: _____

Official Name and Address

1. The undersigned, having examined the existing conditions in the Project Area affecting the cost of the Work and the Contract Documents which includes, but is not limited to, the Invitation to Bid, Instruction to Bidders, Form of Bid, the Bid Guaranty, Agreement, Non-Collusion Affidavit, General Provisions, Technical Specifications, Drawings, and Form of Surety Bonds as prepared and prescribed by the ERIE REGIONAL AIRPORT AUTHORITY, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services and to perform and complete all Work required for the referenced Project all in accordance with the above-listed documents, for the prices provided in the Bid Schedule.

2. In submitting this bid, the bidder understands that the right is reserved by The ERIE REGIONAL AIRPORT AUTHORITY to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered in writing, to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

3. Security in the amount of _____ Dollars (\$ _____), in the form of is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS. Separate surety must be included for each Contract.

4. Attached hereto is an affidavit of proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the Contract for which this bid is submitted.

5. The bidder hereby acknowledges receipt of the following issues of addenda, if any, distributed by the Engineer.

Addendum No. _____	Date _____

6. The undersigned bidder is prepared to submit a financial and experience statement upon

BASIS OF AWARD

It is the intent of the Owner to award a Contract to the bidder with the lowest responsive and responsible total base bid plus any owner selected alternatives meeting the requirements set forth in the Contract Documents and which does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in bids received and to accept bids which, in the Owner's judgement, are in the Owner's best interest.

In accordance with Item 14 of the Instruction to Bidders the Owner reserves the right to disqualify bids submitted by a bidder when the bidder proposes the utilization of Subcontractor(s) that are not acceptable to the Owner and/or does not satisfy the DBE goal or provide satisfactory documentation that a suitable good faith effort was made to satisfy the goal.

Provided the bids are in accordance with the requirements of these Contract Documents and the bids do not exceed the available funds, the award by the Owner shall be based on the lowest total responsive and responsible bid meeting the Contract Documents and approved by the ERIE REGIONAL AIRPORT AUTHORITY.

**Erie International Airport, Tom Ridge Field
Terminal Flooring Replacement
Bid Schedule**

Item	Description	Unit	Quantity	Unit Price in Figures	Unit Price Written	Total
BASE BID 024119	DEMOLITION (FLOORING AND WALL BASE) - PUBLIC AREA	SF	13,255			
BASE BID 096519	FLOORING MATERIAL PURCHASE (INCLUDING ATTIC STOCK) - PUBLIC AREA	SF	15,124			
BASE BID 096519	FLOORING PREPARATION - PUBLIC AREA	SF	13,255			
BASE BID 096519	FLOORING INSTALLATION - PUBLIC AREA	SF	13,255			
BASE BID 096513	STANDARD 6" COVE BASEBOARD MATERIAL PURCHASE (INCLUDING ATTIC STOCK) - PUBLIC AREA	LF	1,860			
BASE BID 096513	STANDARD 6" COVE BASEBOARD PREPERATION AND INSTALLATION - PUBLIC AREA	LF	1,550			

**Erie International Airport, Tom Ridge Field
Terminal Flooring Replacement
Bid Schedule**

Item	Description	Unit	Quantity	Unit Price in Figures	Unit Price Written	Total
ADD ALT BID 024119	DEMOLITION (FLOORING AND WALL BASE) - PUBLIC AREA	SF	9,345			
ADD ALT BID 096519	FLOORING MATERIAL PURCHASE (INCLUDING ATTIC STOCK) - STERILE AREA	SF	11,214			
ADD ALT BID 096519	FLOORING PREPARATION - STERILE AREA	SF	9,345			
ADD ALT BID 096519	STANDARD 6" COVE BASEBOARD MATERIAL PURCHASE (INCLUDING ATTIC STOCK) - STERILE AREA	SF	9,345			
ADD ALT BID 096513	STANDARD 6" COVE BASEBOARD PREPERATION AND INSTALLATION - STERILE AREA	LF	800			

**Erie International Airport, Tom Ridge Field
Terminal Flooring Replacement
Bid Schedule Summary**

Bid	Cost in Figures	Cost Written	Total
Base Bid : PUBLIC AREA			
Add Alternate : STERILE AREA			
Terminal Flooring Replacment : GRAND TOTAL			

In case of a conflict between written amounts and numbered amounts, written amounts govern.

Contractor Name: _____

Signature of Contractor's Authorized Representative: _____

Title: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Fax: _____

EIN #: _____

BID GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____
_____, as Surety are held and firmly bound unto ERIE REGIONAL AIRPORT
AUTHORITY (hereinafter called the Owner), in the sum of _____ Dollars,
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
accompanying bid, dated _____, 2019 for: **Terminal Flooring Replacement.**

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or, if no period be specified, within sixty (60) days after said
opening, and shall within the period specified therefore, or, if no period be specified, within ten
(10) days after the prescribed forms are presented to him for signature, enter into a written
Contract with the Owner in accordance with the bid accepted, and given bond with good and
sufficient surety, as may be required, for the faithful performance and proper fulfillment of such
Contract, or in the event of the withdrawal of said bid within the period specified, or the failure to
enter into such Contract and give such bond within the time specified, if the Principal or his Surety
shall pay the Owner ten percent (10%) of the amount specified in said bid as liquidated damages,
then the above obligation shall be void and of no effect, otherwise to remain in full force and
virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their
several seals this ____ day of _____, 2019, the name and corporate seal of each
corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

(Individual Principals Sign Here)

IN PRESENCE OF:

_____ (SEAL)
(Individual Principal)

(Business Address)

_____ (SEAL)
Individual Principal)

(Corporate Principals Sign Here)

ATTEST

By: _____ (SEAL)
(Corporate Principal)

(Business Address)

(Surety Company Sign Here)

(Corporate Surety)

(Business Address)

(Power-of-Attorney for person signing for surety company must be attached to bond.)

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any Contract awarded pursuant to this bid.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the joint venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions shall result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____

SS:

County of _____

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____(Name of my firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Owner in awarding the Contract for which this bid is submitted. I understand, and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN to and subscribed before me this

day of _____ A.D. 2019.

My Commission Expires: _____

(NOTARIAL SEAL)

CONTRACT DOCUMENTS

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the ERIE REGIONAL AIRPORT AUTHORITY, hereinafter referred to as the "Owner" and _____

(A Corporation existing under the laws of the State of) _____

(Partnership consisting of) _____

(An Individual trading as) _____

located in _____ in the State of _____

hereinafter referred to as the "Contractor".

WITNESSETH, that the parties hereto mutually agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents consist of all those documents listed in Article 9, all Addenda issued prior to execution of this Agreement, and all Modifications issued subsequent thereto. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. The applicable provisions of the Contract shall be incorporated into each Subcontract entered into by this Contractor.

ARTICLE 2 - THE WORK

The Contractor shall perform the Work required by the Contract Documents for:

**Erie International Airport Tom Ridge Field
Terminal Flooring Replacement**

ARTICLE 3 - THE ARCHITECT/ENGINEER

The Architect/Engineer for this Project is:

Michael Baker International
Airside Business Park
100 Airside Drive
Moon Township, PA 15108

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work included under this Contract subject to additions and deductions by Change Order as provided in the General Provisions of the Contract.

The Estimated Contract Sum of: _____

_____ (\$ _____)

The final payment shall be based on the actual constructed quantities of Work and the Contract Unit Prices.

ARTICLE 5 - TIME OF COMMENCEMENT AND COMPLETION

- a. The work to be performed under this Contract shall be commenced within three (3) business days after the date of "Notice to Proceed". All work on the **Terminal Flooring Replacement** shall be completed within forty-five (45) calendar days from the date of "Notice to Proceed." If the Add Alternate is awarded an additional thirty (30) calendar days shall be added to the original forty-five (45) calendar days for a total of seventy-five (75) calendar days.
- b. It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the Work to be performed hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be completed in the number of days specified above.

The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual construction conditions prevailing in this locality.

IF THE SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE WORK WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the Owner the following liquidated damages:

- **\$500.00** per calendar day past the indicated calendar days for the total contract

Such payment will not be considered a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every consecutive calendar day, including Saturdays, Sundays, and Holidays, that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

ARTICLE 6 - FINAL PAYMENT

Upon the completion of all Work required by the Contract, the Engineer shall submit a Project Completion Certificate to the Owner and Contractor. Within ninety (90) days after filing of such Certificate and a final payment estimate issued by the Contractor, the Owner shall pay to the Contractor the full Contract Sum, less all prior payments. All prior payments including those related to Change Orders shall be subject to correction by the final payment.

ARTICLE 7 – NOT USED

ARTICLE 8 - MISCELLANEOUS PROVISIONS

Terms used in this Agreement which are defined in the General Provisions of the Contract shall have the meanings designated in those General Provisions.

ARTICLE 9 - CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- Invitation to Bid
- Instruction to Bidders
- Form of Bid
- Basis of Award
- Bid Schedule
- Bid Guaranty
- Instructions for Non-Collusion Affidavit
- Non-Collusion Affidavit
- Agreement
- General Instructions for Bonds
- Performance Bond
- Payment Bond
- Maintenance Bond
- Affidavit
- No Lien Agreement
- Affidavit RE
- Partnership Certificate
- Corporate Certificate
- Notice of Responsible Employees
- Public Works Employment Verification Form
- General Provisions
- Technical Specifications

ARTICLE 10 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

Worker Compensation and Employer's Liability Insurance:

1. Worker's Compensation – Pennsylvania Statutory Coverage.
2. Minimum amounts of Employer's Liability Insurance shall be as follows:
 - \$1,000,000 – Bodily Injury
 - \$1,000,000 – Policy Limit
 - \$1,000,000 – Disease – Each Employee

General Liability Insurance:

- \$1,000,000 – General Aggregate over all interests
- \$1,000,000 – Each Occurrence for bodily injury and property damage
- \$1,000,000 - Products / Completed Operations Aggregate

Automobile Liability Insurance for all automobiles, trucks and similar equipment owned, leased, or rented:

Minimum amounts for Automobile Liability Insurance shall be as follows:

- \$1,000,000 – Bodily Injury (per person)
- \$1,000,000 – Bodily Injury (per accident)
- \$1,000,000 – Property Damage

Umbrella/Excess Policy:

\$4,000,000

Environmental Pollution Liability Insurance:

\$1,000,000 – Policy Limit

The Contractor shall, at its own expense, procure and maintain Environmental Protection Liability coverage in the amount of \$1,000,000 Policy Limit, insuring its operation, itself, and ERAA against any leaks, spills or environmental cleanups for the benefit of ERAA and itself.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) duplicate counterparts, each of which shall be considered as an original, as of the day and year first above written.

WITNESS:

CONTRACTOR:

BY: _____

TITLE: _____

WITNESS:

ERIE REGIONAL AIRPORT AUTHORITY

BY: _____
Derek Martin

TITLE: Executive Director

GENERAL INSTRUCTIONS FOR BONDS

1. The "Bid Guaranty" form shall be used for the protection of the Owner in receiving bids. There shall be no deviation from this form.
2. The "Performance Bond" form shall be used for all Work or the furnishing of supplies whenever a bond is required. There shall be no deviation from this form.
3. The "Payment Bond" form, for the protection of persons supplying labor and material, shall be used on all Contracts where such Bond is required. This Bond shall provide that every person, co-partnership, association or corporation who, whether as Subcontractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the Work, as above provided, and who has not been paid therefore, may sue in assumpsit on said Bond, in the name of the Owner, for his, their or its use, and prosecute the same to final judgement for such sum or sums as may be justly due him, them or it, and have execution thereon, but the Owner shall not be liable for the payment of any costs or expenses of any suit. There shall be no deviation from this form.
4. The "Maintenance Bond" form for the protection of the Owner shall be used on all Contracts where such Bond is required. There shall be no deviation from this form.
5. The surety on each bond must be a responsible surety company, which is qualified to do business in the Commonwealth of Pennsylvania and satisfactory to the Owner.
6. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
7. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
8. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal, as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
10. The date of these bonds must not be prior to the date of the Contract in connection with which it is given.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, and _____

as Surety, are held and firmly bound unto the ERIE REGIONAL AIRPORT AUTHORITY (called the Obligee), in the full and just sum of _____

DOLLARS (\$ _____), lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS said Principal has entered into a certain Contract with said Obligee dated _____, 2019 (hereinafter called the Contract) for: **Terminal Flooring Replacement**, which Contract and the Specifications for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the Contract on his/her part at the time and in the manner therein provided including any and all warranties and representations of Principal set forth in said Contract, and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damage to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason of failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void; otherwise it shall remain in full force and virtue.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed, sealed and delivered in five (5) counterparts this ____ day of
_____ 2019.

(Individuals Principals Sign Here)

In the presence of:

_____ (SEAL)
(Individual Principal)

_____ (SEAL)
(Individual Principal)

(Corporate Principals Sign Here)

ATTEST:

_____ By _____
(Corporate Principal)

(Surety Sign Here)

(Power-of-Attorney for person signing for surety company must be attached to the bond.)

PAYMENT BOND
(See Instructions)

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and _____

as Surety are held and firmly bound unto the ERIE REGIONAL AIRPORT AUTHORITY (hereinafter called the Obligee) in the penal sum of _____ DOLLARS _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representative, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS said Principal has entered into a certain Contract with said Obligee date _____ (hereinafter called the Contract) for: **Terminal Flooring Replacement** which Contract and the Specifications for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal and all Subcontractors to whom any portion of the Work provided for in said Contract is sublet and all assignees of said Principal and of such Subcontractors shall promptly make payment for all labor performed, services rendered and materials furnished in the prosecution of the Work provided for in said Contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

- (a) All persons who have performed labor, rendered services or furnished materials or machinery as aforesaid shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished. Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person instituting such action and of all other persons having claims hereunder, and any other person having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.
- (b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.
- (c) In no event shall the surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said Contract and final settlement thereof.
- (d) As used herein, the term "person" refers to any person, firm or corporation who has

furnished materials or machinery to be used on or incorporated in the Work or the prosecution thereof provided for in said Contract, or in any amendment or extension of or addition to said Contract, or of any assignee of said Principal, or of any Subcontractor, and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the Principal, or any Subcontractor or any assignee or said Principal or of said Subcontractor, and such laborer or mechanic but shall not include office employees not regularly stationed at the site of the Work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this Contract or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed, sealed and delivered in five (5) counterparts this _____ day of _____, 2019

(Individual Principals Sign Here)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

_____ (SEAL)

(Corporate Principals Sign Here)

BY _____

(Surety Sign Here)

(Power-of-Attorney for person signing for surety company must be attached to bond.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety are held and firmly bound unto the ERIE REGIONAL AIRPORT AUTHORITY (hereinafter called the Obligee) in the sum of _____

DOLLARS (\$ _____), for

the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract, hereto attached, with the Obligee dated _____, 2019, for: **Terminal Flooring Replacement.**

NOW THEREFORE, if the Principal shall remedy without cost to the Obligee any defects which develop during a period of one (1) year from the date of completion and acceptance of the Work performed under said Contract provided such defects, in the judgment of the Obligee or his successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise to remain in full force or virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

(Individual Principal) (SEAL)

(Business Address)

(Individual Principal) (SEAL)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By: _____
(Affix Corporate Seal)

WITNESS:

(Corporate Surety)

(Business Address)

By: _____
(Affix Corporate Seal)

The rate of premium on this Bond is _____ per thousand. Total amount of premium charged, \$ _____. (The above must be filled in by corporate surety. Power-of-Attorney for person signing for surety company must be attached to the Bond.)

AFFIDAVIT

As an authorized representative of _____, I do hereby swear and affirm that neither _____ or any of its agents or employees has given or assigned or has agreed to give or assign any affiliated work or agreed to give any assistance in receiving any affiliated work to any officer, agent, or employee of the Erie Regional Airport Authority or to any concern that is in any way affiliated with any officer, agent, or employee of the Erie Regional Airport Authority, with an agreement or understanding to receive consideration for county business in connection with the above project and contract.

Signed: _____

Title: _____

Date: _____

Witness: _____

NO LIEN AGREEMENT

WHEREAS _____
(Name of Contractor)

has entered into an Agreement with the ERIE REGIONAL AIRPORT AUTHORITY to provide labor, materials and equipment for: **Terminal Flooring Replacement.**

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said Contract and for the consideration therein set forth, that neither the undersigned Contractor, any Subcontractor, or materialman, nor any other person furnishing labor or materials to the said Contractor under this Contract shall file a lien, commonly called a Mechanic's Lien for Work performed or materials furnished to the said Project, or to the grounds adjacent thereto.

This stipulation is made and intended to be filed with the Erie County Prothonotary within ten (10) days after date, in accordance with the requirements of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands and seals this _____ day of _____, 2019.

CONTRACTOR: _____

WITNESS: BY: _____

TITLE: _____

ERIE REGIONAL AIRPORT AUTHORITY

WITNESS: BY: _____

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____

SS:

County of _____

(Name of Officer, if corp.)

(Title of Officer, if corp.)

(Name of Contractor)

being duly sworn according to law deposes and says he/they/it has ___ accepted the provisions of the Workmen's Compensation Act or laws of the Commonwealth of Pennsylvania, with its supplements and amendments, and has ___ insured his/their/its liability thereunder in accordance with the terms of said Act with

(Company).

(Contractor)

By: _____

Title: _____

SWORN to and subscribed before me this

_____ day of _____ A.D. 2019

(NOTARIAL SEAL)

PARTNERSHIP CERTIFICATE

State of _____)

ss:

County of _____)

On this _____ day of _____ 2019, before me personally
appeared, _____

known to me and known by me to be the person who executed the above instrument, who being
by me first duly sworn, did depose and say that he is a general partner in the firm of

_____;

and that said firm consists of himself and _____

and that he executed the foregoing instrument on behalf of said firm for the uses and purposes
stated herein.

Notary Public in and for the County

of _____

State of _____

(NOTARIAL SEAL)

CORPORATE CERTIFICATE

I, _____, certify that I am the secretary of the corporation named as Contractor in the foregoing Instrument, that _____, who signed the Instrument on behalf of the Contractor was then _____ of said corporation; that said Contractor was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate power.

(Signature of Secretary)

(CORPORATE SEAL)

NOTICE OF RESPONSIBLE EMPLOYEES

The Contractor shall provide the Owner the names and phone numbers of three (3) employees, one of which shall be available at all times, to remedy emergency situations stemming from the construction activity during non-working hours.

Name _____

Phone Number _____

Name _____

Phone Number _____

Name _____

Phone Number _____

I hereby certify that one of the above persons will be available during non-working hours to remedy emergency situations stemming from the construction activity associated with the Contract:

By _____

Title _____



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

GENERAL PROVISIONS

General Provisions

Section 10 Definition of Terms

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

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 Access road. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 Advertisement. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 Airport Improvement Program (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-05 Air operations area (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 Airport. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM International (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-08 Award. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-09 Bidder. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 Building area. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 Calendar day. Every day shown on the calendar.

10-12 Change order. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 Contract. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 Contract item (pay item). A specific unit of work for which a price is provided in the contract.

10-15 Contract time. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 Contractor. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 Contractor's laboratory. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 Construction Safety and Phasing Plan (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 Drainage system. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 Engineer. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-21 Equipment. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 Extra work. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 Federal specifications. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 Force account. Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 Inspector. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 Intention of terms. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-28 Laboratory. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as “Engineer’s Laboratory” or “quality assurance laboratory.”

10-29 Lighting. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 Major and minor contract items. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 Materials. Any substance specified for use in the construction of the contract work.

10-32 Notice to Proceed (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 Owner. The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only.

10-34 Passenger Facility Charge (PFC). Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”

10-35 Pavement. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 Payment bond. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 Performance bond. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 Plans. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 Project. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 Proposal. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 Proposal guaranty. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 Runway. The area on the airport prepared for the landing and takeoff of aircraft.

10-43 Specifications. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 Sponsor. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 Structures. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 Subgrade. The soil that forms the pavement foundation.

10-47 Superintendent. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 Supplemental agreement. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 Surety. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 Taxiway. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 Work. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 Working day. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See Bid Documents.

20-02 Qualification of bidders. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 Contents of proposal forms. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

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

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

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie

evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

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

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

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

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

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

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is

received by the Owner in writing or by fax and/or email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

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

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

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

c. If the bidder is considered to be in “default” for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

Section 30 Award and Execution of Contract

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

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

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within ninety (90) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

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

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

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

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15-calendar day period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

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

40-02 Alteration of work and quantities. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

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

40-05 Maintenance of traffic. NOT

40-06 Removal of existing structures. NOT USED

40-07 Rights in and use of materials found in the work. NOT USED

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, and rubbish. All waste materials shall be disposed of in an environmentally acceptable manner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

50-02 Conformity with plans and specifications. If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions and plans; contract general provisions shall govern over plans.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

SPECIAL PROVISIONS:

1. DEFINITION OF NOTICE

Where in any of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given to the Owner, when written notice shall be delivered to the Owner, or shall have been placed in the United States Mails, postage prepaid, or through private carrier, all requiring signatures, addressed to the Owner at the place where the bids or proposals for the Contract were opened; as to the Contractor, when a written notice shall be delivered to the chief representative of the Contractor at the Site or by sending by certified or registered mail, postage prepaid, such written notice in the United States Mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business.

2. APPROVAL AND ACCEPTANCE

Approval and acceptance in these contract documents or Contractor prepared specifications shall mean approval and acceptance by the Owner, but no acceptance by the Owner shall bind the Owner in case of proven defective Work or other clear violations of the Contract; nor shall approval of material or equipment before same is brought on the premises be held to constitute acceptance, in case such Items are found not to comply with Specification Requirements.

3. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party, the Contract shall forthwith be then physically amended to make such insertions.

4. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work shall be stopped by order of the Court or any other public authority for a period of ninety (90) days without act or fault of the Contractor or any agents, servants, employees or Subcontractors, the Contractor may, upon ten (10) days notice to the Owner, terminate the Contract, in which event the Owner shall pay for all Work completed and any expense sustained, plus a reasonable profit.

50-04 Cooperation of Contractor. The Contractor will be supplied with five copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-05 Cooperation between contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 Construction layout and stakes. NOT USED

50-07 Automatically controlled equipment. NOT USED

50-08 Authority and duties of inspectors. Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 Maintenance during construction. NOT USED

50-13 Failure to maintain the work. NOT USED

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor

hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 Samples, tests, and cited specifications. NOT USED

60-03 Certification of compliance. NOT USED

60-04 Plant inspection. NOT USED

60-05 Engineer's field office. NOT USED

60-06 Storage of materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Prior to construction materials must be stored per manufacturers recommendations for acclimation. The Contractor shall coordinate the storage of the materials and the staging and layout spaces with the ERAA prior to mobilization. The Contractor must establish the route and timeframes for product delivery with the ERAA. ERAA shall provide adequate material storage and layout space within the terminal building.

All storage sites on airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

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

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

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

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Service	Contact	Phone	Email
NA			

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

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

70-05 Federal aid participation. NOT USED

70-06 Sanitary, health, and safety provisions. Permissible for Contractor and workers to utilize the terminal facilities.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

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

70-08 Barricades, warning signs, and hazard markings. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

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

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

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

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

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

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any

member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. NOT USED

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

70-15 Contractor's responsibility for utility service and facilities of others. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows:

Service	Contact	Phone	Email
NA			

**Contact PA ONE CALL prior to commencing work.
Call 811 inside PA or 1-800-242-1776 outside PA.**

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall

be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

70-15.1 FAA facilities and cable runs. NOTUSED

70-16 Furnishing rights-of-way. NOT USED

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

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

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

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

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

Section 80 Execution and Progress

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

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

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

80-02 Notice to proceed. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

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

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

80-04 Limitation of operations. A Phasing Plan shall be provided to the ERAA that describes the areas that will be impacted and the sequencing of the construction work. This plan shall be updated regularly as work is completed and revisions are warranted. No revisions to the phasing shall be permitted with less than 48-hours notice to ERAA. Phasing in the Public Area shall be such that all no area shall be completely without access at any given time, i.e. half of baggage carousel must be accessible at all times. Additionally, consideration in the phasing should be given to the following "slow" times for airport operations: 6:30 AM to 10:00AM, 12:00PM to 3:30 PM, 6:00PM to 10:00PM, and 10:00AM to 4:30AM.

When the work is within the Public Area of the airport, the Contractor shall perform work to have a minimal impact to tenants and the public. The work shall times shall be coordinated with the ERAA and shall be approved at least 48-hours in advance of physical work. The ERAA shall coordinate the work schedule with the tenants.

When the work is within the Sterile Area of the airport, the Contractor shall perform the work between the hours of 7:00 AM and 11:00 AM, 12:00 PM and 4:00 PM, and 6:30 PM and 3:30 AM, and all areas

shall be restored to useable conditions before the ending times of each period, i.e. 11:00 AM, 4:00 PM, and 3:30 AM so the area can be utilized for airline operations and passenger boarding/de-boarding. The work shall times shall be coordinated with the ERAA and shall be approved at least 48-hours in advance of physical work. The ERAA shall coordinate the work schedule with the tenants.

All Contractor workers performing working in the Sterile Area are required to obtain an ERAA Airport Badge through the ERAA Police Department. All fees associated with the airport badge are the responsibility of the Contractor. Through the badging process all personnel are subject to criminal background check and clearances.

All equipment that is in the work area shall be protected from dust and debris at all times. Some equipment will not be moved/relocated during construction, flooring will be placed surrounding and up to the equipment edges.

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

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

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

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

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

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

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

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

80-07 Determination and extension of contract time. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

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

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

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
See Article 5 of the Agreement		

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

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

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

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

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

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

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

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract

price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

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

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

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

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 250 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of

the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Project closeout. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

- a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c.** Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
- d.** Complete all punch list items identified during the Final Inspection.

- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

ATTACHMENT 1

COMMONWEALTH OF PENNSYLVANIA

GRANT ASSURANCES FOR

CONSTRUCTION CONTRACTS

COMMONWEALTH OF PENNSYLVANIA GRANT ASSURANCES FOR CONSTRUCTION CONTRACTS

STEEL PRODUCTS

The contractor's attention is directed to the provisions of Act 3 enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on March 3, 1978, which specifies that if any products are to be used or supplied in the performance of the contract, only steel products produced in the United States shall be used in the performance of the contract or any subcontract.

The contractor's attention is also directed to Act 144 enacted by the General Assembly of the Commonwealth of Pennsylvania and approved July 9, 1984. Act 144 amends Act 3 of March 3, 1978.

The contractor shall provide a certification to the Engineer with each shipment of steel products delivered to the project site that such steel products comply with this act.

The provisions of this Act shall not be considered as waived under any circumstances unless the Chairman of the Airport Authority has determined, under authority granted in Section 4(B) of the Act that a certain steel product or products are not produced in the United States in sufficient quantities to meet the requirements of the contract. Such a determination will be set forth in the proposal or in any addendum to the proposal.

Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more of such operations from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices (to be provided) setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (to be provided) advising that said labor union or workers' representatives of the Contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor shall comply with all provisions of Executive Order 11246, as amended, of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the Comptroller General of the United States, Department of Transportation, FAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246, as amended, of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by laws.
7. The Contractor shall include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 7 in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, September 24, 1965, so that such provisions shall be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any Subcontract or Purchase Order as the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the FAA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor and Subcontractors may satisfy the requirements of Paragraph 2 of the referenced EEO clause by complying with any of the following:

Stating in the Invitations for Bids that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin, or

Including appropriate insignia in display or other advertising as prescribed by the Department of Labor, or

Using a single advertisement grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants will have equal consideration for employment without regard to race, color, religion, sex, or national original, or

Using the phrase "an equal opportunity employer" in a single advertisement in clearly distinguishable type.

SEE POSTER NEXT PAGE

NOTICES TO BE POSTED PER PARAGRAPHS (1) AND (3) OF THE EEO CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW-DISCRIMINATION IS PROHIBITED BY THE CIVIL RIGHTS ACT OF 1964 AND BY-EFFECTIVE ORDER NO. 11246

Title VII of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management, Consultants for Apprenticeship or Training. After July 1, 1967, employees or members will be covered; after July 1, 1968, those with 25 or more shall be covered.

ANY PERSON

Who believes he or she has been discriminated against
SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

1800 O Street NW, Washington, DC 20504

Executive Order No. 11246 - Administered
by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE

Prohibits discrimination because of Race, Color, Religion, Sex or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federal Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against
SHOULD CONTACT

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE

U.S. Department of Labor Washington, DC 20210

OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

The Contractor agrees that the State may offset the amount of any state tax or State liability of the Contractor or its affiliates and subsidiaries that is owed to the State against any payments due the Contractor under this or any other contract with the State.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the State, or with a person under contract, subcontract, grant or subgrant with the State or its state affiliated entities and state-related institutions. The term contractor may include a permittee licensee, or any agency, political subdivision, instrumentality, public authority or other entity of the State.

(a) By executing the contract, the Contractor certifies, in writing, for itself and all its subcontractors, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by any State or Federal governmental entity, instrumentality, or authority.

(b) The Contractor must also certify, in writing, that as of the date of its execution, of any State contract it has no tax liabilities or other State obligations.

(c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other State obligations, or if it or any of its subcontractors are suspended or debarred by the State, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(d) The failure of the Contractor to notify the contracting agency of its suspension or debarment by the State, any other state, or the federal government shall constitute an event of default of the contract with the State.

(e) The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(f) The Contractor may obtain current lists of suspended and debarred entities at: <http://www.dgs.state.pa.us> by clicking on Doing Business with the Commonwealth, then Procurement, then Debarment List, and at <http://epls.arnet.gov>.

PROVISIONS FOR COMMONWEALTH CONTRACTS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 CFR, 35.101 et seq., the Contractor understands and agrees that no individual with a disability is to be excluded from participation in this contract or from activities provided for under this contract on the basis of the disability. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR, 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the State through contracts with outside contractors.

The Contractor is to be responsible for and agrees to indemnify and hold harmless the State from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the State as a result of the Contractor's failure to comply with the above provisions.

ANTI-POLLUTION MEASURES

The Bidder shall thoroughly acquaint himself with the terms of the statutes, rules and regulations enumerated in this Special Requirement, and shall include in the Bid Prices all costs of complying with the terms of the listed statutes, rules and regulations. No separate or additional payment shall be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules and regulations become effective, which cause the Contractor to perform Additional Work, the Owner shall issue a Change Order setting forth any Additional Work that must be undertaken. This Change Order shall not invalidate the Contract. The Change Order shall specify the amount of additional payment, if any, that shall be made to the Contractor. If the Owner and the Contractor cannot arrive at a mutually agreeable price for the Additional Work, payment shall be made in accordance with Section 90-05 of the General Provisions. No payment shall be made for Work performed without written authorization to do so.

The Contractor shall determine what, if any, local ordinances, codes and regulations apply to his Work. He shall comply with all such ordinances, codes and regulations.

**PART I, SECTION A
PENNSYLVANIA STATUTES**

The listed State and Federal statutes and regulations are for informational use. Not all of the statutes and regulations that may be applicable are listed. In addition, statutes and regulations and amendments to existing statutes and regulations new are promulgated at various times and sections of the statutes and regulations are renumbered.

Act Relating to Abandoned Mines, Act of May 7, 1935, 52 Pa. Stat. §§ 809 et seq., as amended.

Act Relating to Black Powder, Act of May 31, 1974, 73 Pa. Stat. §§ 169 et seq., as amended.

Act Relating to Camp Regulation, Act of Nov. 10, 1959, 35 Pa. Stat. §§ 3001 et seq., as amended.

Act Relating to Cave-in or Subsidence of Surface Above Mines, Act of July 2, 1937, 52 Pa. Stat. §§ 1407 et seq., as amended.

Act Relating to Caving-in, Collapse, Subsidence, Act of May 27, 1921, 52 Pa. Stat. §§ 661 et seq., as amended.

Act Relating to Coal Land Improvement, Act of July 19, 1965, 52 Pa. Stat. §§ 30.101 et seq., as amended.

Act Relating to Coal Mine Subsidence Insurance Fund, Act of Aug. 23, 1961, 52 Pa. Stat. §§ 3201 et seq., as amended.

Act Relating to Coal Stripping, Act of June 18, 1941, 52 Pa. Stat. §§ 1471 et seq., as amended.

Act Relating to Coal Under State Lands, Act of June 1, 1933, 52 Pa. Stat. §§ 1501 et seq., as amended.

Act Relating to Control and Drainage of Water from Coal Formations, Act of July 7, 1955, 52 Pa. Stat. §§ 682 et seq., as amended.

Act Relating to Delaware River Pollution, Act of Apr. 19, 1945, 32 Pa. Stat. §§ 815.31 et seq., as amended.

Act Relating to Discharge of Coal into Banks of Streams, Act of June 27, 1913, 52 Pa. Stat. §§ 631 et seq., as amended.

Act Relating to Excavation and Demolition, Act of Dec. 10, 1974, 73 Pa. Stat. §§ 176 et seq., as amended.

Act Relating to Explosives, Act of July 1, 1937, 73 Pa. Stat. §§ 151 et seq., as amended.

Act Relating to Explosives, Act of July 10, 1957, 73 Pa. Stat. §§ 164 et seq., as amended.

Act Relating to Flood Control, Act of Aug. 7, 1936, 32 Pa. Stat. §§ 653 et seq., as amended.

Act Relating to General Safety, Act of May 18, 1937, 43 Pa. Stat. §§ 25-1 et seq., as amended.

Act Relating to Hazardous Materials Transport, Act of June 30, 1984, 75 Pa. C.S.A. §§ 8301 et seq., as amended.

Act Relating to Junkyards along Highways, Act of July 28, 1966, 36 Pa. Stat. §§ 2719.1 et seq., as amended.

NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

(a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this State who is qualified and available to perform the work to which the employment relates.

(b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.

(c) The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

(e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services', Bureau of Contract Administration and Business Development (DGS, BCABD) for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the BCABD.

(f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

(g) The State may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

CONTRACTOR INTEGRITY PROVISIONS

(a) For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the State.

2. Consent means written permission signed by a duly authorized officer or employee of the State, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the State shall be deemed to have consented by virtue of execution of this agreement.

3. Contractor means the individual or entity that has entered into the Contract with the State, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.

4. Financial interest means:

4.a Ownership of more than a 5% interest in any business; or

4.b Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

(b) The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of State or federal laws, regulations, or other requirements that govern contracting with the State.

(c) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

(d) The Contractor shall not, in connection with this or any other agreement with the State, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the State.

(e) The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the State.

(f) Except with the consent of the State, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

(g) Except with the consent of the State, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

(h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the State in writing.

(i) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

(j) The Contractor, upon the inquiry or request of the Inspector General of the State or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the State's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or concern the Contract. Such information shall be retained by the Contractor for a period of 3 years beyond the termination of the Contract unless otherwise provided by law.

(k) For violation of any of the above provisions, the State may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the State. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the State may have under law, statute, regulation, or otherwise.

INSURANCE

The awarded Contractor must furnish and keep in full force, during the term of this contract, the following insurances:

Unless waived by the Owner in writing, Contractor shall obtain insurance of the types and in the amounts described below:

(1) Commercial General and Umbrella Liability Insurance.

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). The Owner, the Engineer, and the Commonwealth of Pennsylvania shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor's CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.

(2) Business Automobile and Umbrella Liability Insurance.

(a) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

(3) Workers Compensation Insurance.

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, \$500,000 policy limit for bodily injury by disease.

(4) Insurance Requirements for all Policies.

(a) Contractor waives all rights against the Owner and its agents, officers, directors, employees and the Commonwealth of Pennsylvania for recovery of damages to the extent these damages are covered by the Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.

(b) By requiring insurance herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to the Owner in this contract.

(c) If Contractor's Liability does not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this contract, contractor shall furnish the Owner with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days' written notice to the Owner prior to the cancellation or material change of any insurance referred to therein.

(f) Failure of the Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at the Owner's option.

(h) The contractor must agree to hold harmless and indemnify the Owner and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the Owner and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the Owner, the Engineer and the Commonwealth of Pennsylvania as additional insured.

(i) Certificates of Insurance must be delivered to the Owner within five (5) days after the award evidencing these coverages.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the Owner with a Best Rating of A- or better.

ATTACHMENT 2

PENNSYLVANIA

PREVAILING WAGE RATES

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Terminal Flooring Replacement
Awarding Agency:	Erie Regional Airport Authority
Contract Award Date:	2/27/2019
Serial Number:	19-00896
Project Classification:	Building/Heavy/Highway
Determination Date:	2/5/2019
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Erie County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00896 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2018		\$35.07	\$24.80	\$59.87
Asbestos & Insulation Workers	8/1/2016		\$34.14	\$23.73	\$57.87
Boilermakers	6/1/2014		\$40.90	\$26.16	\$67.06
Bricklayer (Stone Mason)	11/1/2017		\$27.55	\$20.60	\$48.15
Carpenter	5/1/2018		\$29.74	\$15.67	\$45.41
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2020		\$31.10	\$16.66	\$47.76
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2019		\$30.51	\$16.05	\$46.56
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2017		\$29.34	\$14.78	\$44.12
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2021		\$31.72	\$17.29	\$49.01
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2018		\$29.74	\$15.67	\$45.41
Carpenters, Soft Floor Layers	5/1/2021		\$31.72	\$17.29	\$49.01
Carpenters, Soft Floor Layers	5/1/2018		\$31.72	\$17.29	\$49.01
Cement Masons	5/1/2017		\$27.24	\$16.21	\$43.45
Cement Masons	5/1/2019		\$29.44	\$16.46	\$45.90
Cement Masons	6/1/2018		\$23.87	\$16.18	\$40.05
Cement Masons	5/1/2018		\$28.34	\$16.36	\$44.70
Drywall Finisher	5/1/2018		\$22.27	\$18.30	\$40.57
Drywall Finisher	5/1/2017		\$22.12	\$17.45	\$39.57
Drywall Hanger	5/1/2018		\$30.51	\$16.05	\$46.56
Electricians & Telecommunications Installation Technician	6/5/2017		\$30.00	\$23.63	\$53.63
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Glazier	6/1/2017		\$27.68	\$8.67	\$36.35
Iron Workers	6/1/2018		\$29.95	\$29.02	\$58.97
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$28.91	\$28.37	\$57.28
Laborers (Class 01 - Building-Common Laborers,Landscape Laborers)	1/1/2019		\$21.54	\$17.67	\$39.21
Laborers (Class 01 - See notes)	5/1/2017		\$21.39	\$16.77	\$38.16
Laborers (Class 01 - See notes)	5/1/2019		\$21.39	\$18.92	\$40.31
Laborers (Class 02 - See notes)	5/1/2019		\$21.94	\$18.92	\$40.86
Laborers (Class 02 - See notes)	5/1/2017		\$21.94	\$16.77	\$38.71
Laborers (Class 03 - See notes)	5/1/2018	12/31/2018	\$22.14	\$17.67	\$39.81
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2019		\$21.02	\$16.08	\$37.10
Landscape Laborer (Skilled)	1/1/2019		\$21.44	\$16.08	\$37.52
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2019		\$21.74	\$16.08	\$37.82
Millwright	6/1/2017		\$39.83	\$18.57	\$58.40
Operators (Class 01 - see notes)	5/1/2017		\$29.35	\$16.59	\$45.94
Operators (Class 02 -see notes)	5/1/2017		\$28.68	\$16.59	\$45.27

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00896 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	5/1/2017		\$25.00	\$16.59	\$41.59
Operators (Class 04 - Surveying Instrument Man)	5/1/2017		\$25.29	\$16.59	\$41.88
Operators (Class 04 - Surveying Party Chief)	5/1/2017		\$26.02	\$16.59	\$42.61
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2017		\$25.00	\$16.59	\$41.59
Painters (Brush and Roller)(Commercial)	5/1/2018		\$22.02	\$18.30	\$40.32
Painters (Brush and Roller)(Commercial)	5/1/2017		\$21.87	\$17.45	\$39.32
Painters (Spray and Sandblasting)(Commercial)	5/1/2018		\$22.77	\$18.30	\$41.07
Painters (Spray and Sandblasting)(Commercial)	5/1/2017		\$22.62	\$17.45	\$40.07
Painters (Spray and Sandblasting)(Industrial)	5/1/2018		\$23.27	\$18.30	\$41.57
Painters Class 6 (see notes)	5/1/2017		\$22.12	\$17.45	\$39.57
Painters Class 6 (see notes)	5/1/2018		\$22.27	\$18.30	\$40.57
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Plasterers	6/1/2017		\$23.87	\$15.18	\$39.05
Plasterers	6/1/2018		\$23.87	\$16.18	\$40.05
plumber	6/1/2019		\$41.33	\$21.77	\$63.10
plumber	6/1/2018		\$39.18	\$21.77	\$60.95
plumber	6/1/2020		\$43.48	\$21.77	\$65.25
plumber	6/1/2021		\$45.58	\$21.77	\$67.35
plumber	6/1/2022		\$47.68	\$21.77	\$69.45
Plumbers	6/1/2017		\$37.78	\$21.02	\$58.80
Pointers, Caulkers, Cleaners	12/1/2017		\$29.88	\$18.73	\$48.61
Roofers	5/1/2018		\$28.75	\$15.51	\$44.26
Roofers	6/1/2017		\$27.75	\$15.11	\$42.86
Sheet Metal Workers	7/1/2017		\$33.70	\$27.74	\$61.44
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	6/1/2018		\$38.55	\$22.67	\$61.22
Steamfitters	6/1/2017		\$39.71	\$19.01	\$58.72
Terrazzo Finisher	12/1/2017		\$31.08	\$15.85	\$46.93
Terrazzo Mechanics	12/1/2017		\$30.57	\$17.91	\$48.48
Tile Finisher	12/1/2017		\$25.16	\$14.90	\$40.06
Tile Setter	12/1/2017		\$30.75	\$19.05	\$49.80
Truckdriver class 1(see notes)	1/1/2016		\$27.62	\$16.60	\$44.22
Truckdriver class 2 (see notes)	1/1/2016		\$27.75	\$16.69	\$44.44
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00896 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2017		\$33.35	\$17.14	\$50.49
Carpenter Welder	1/1/2018		\$34.12	\$17.77	\$51.89
Carpenter Welder	1/1/2019		\$34.97	\$18.42	\$53.39
Carpenters	1/1/2019		\$34.02	\$18.42	\$52.44
Carpenters	1/1/2018		\$33.17	\$17.77	\$50.94
Carpenters	1/1/2017		\$32.40	\$17.14	\$49.54
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Electric Lineman	1/1/2018		\$55.43	\$22.48	\$77.91
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$28.91	\$28.37	\$57.28
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2016		\$28.70	\$27.26	\$55.96
Laborers (Class 01 - See notes)	1/1/2017		\$24.85	\$20.95	\$45.80
Laborers (Class 01 - See notes)	1/1/2019		\$24.85	\$23.85	\$48.70
Laborers (Class 01 - See notes)	1/1/2018		\$24.85	\$22.35	\$47.20
Laborers (Class 02 - See notes)	1/1/2017		\$25.01	\$20.95	\$45.96
Laborers (Class 02 - See notes)	1/1/2019		\$25.01	\$23.85	\$48.86
Laborers (Class 02 - See notes)	1/1/2018		\$25.01	\$22.35	\$47.36
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/1/2017		\$25.40	\$20.95	\$46.35
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 05 - See notes)	1/1/2017		\$26.26	\$20.95	\$47.21
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2017		\$23.10	\$20.95	\$44.05
Laborers (Class 07 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 07 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 07 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 08 - See notes)	1/1/2019		\$27.35	\$23.85	\$51.20
Laborers (Class 08 - See notes)	1/1/2018		\$27.35	\$22.35	\$49.70
Laborers (Class 08 - See notes)	1/1/2017		\$27.35	\$20.95	\$48.30
Operators (Class 01 - see notes)	1/1/2019		\$31.89	\$21.68	\$53.57
Operators (Class 01 - see notes)	1/1/2017		\$30.69	\$19.98	\$50.67
Operators (Class 01 - see notes)	1/1/2018		\$31.29	\$20.78	\$52.07
Operators (Class 02 -see notes)	1/1/2017		\$30.43	\$19.98	\$50.41
Operators (Class 02 -see notes)	1/1/2018		\$31.03	\$20.78	\$51.81
Operators (Class 02 -see notes)	1/1/2019		\$31.63	\$21.68	\$53.31
Operators (Class 03 - See notes)	1/1/2018		\$27.38	\$20.78	\$48.16
Operators (Class 03 - See notes)	1/1/2019		\$27.98	\$21.68	\$49.66

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-00896 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	1/1/2017		\$26.78	\$19.98	\$46.76
Operators (Class 04 - See notes)	1/1/2018		\$26.92	\$20.78	\$47.70
Operators (Class 04 - See notes)	1/1/2019		\$27.52	\$21.68	\$49.20
Operators (Class 04 - See notes)	1/1/2017		\$26.32	\$19.98	\$46.30
Operators (Class 05 - See notes)	1/1/2018		\$26.67	\$20.78	\$47.45
Operators (Class 05 - See notes)	1/1/2019		\$27.27	\$21.68	\$48.95
Operators (Class 05 - See notes)	1/1/2017		\$26.07	\$19.98	\$46.05
Painters (Bridges, Stacks, Towers)	5/1/2018		\$24.52	\$18.30	\$42.82
Painters (Bridges, Stacks, Towers)	5/1/2017		\$24.37	\$17.45	\$41.82
Painters (Brush and Roller)(Industrial)	5/1/2017		\$22.37	\$17.45	\$39.82
Painters (Spray and Sandblasting)(Industrial)	5/1/2017		\$23.12	\$17.45	\$40.57
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 1(see notes)	1/1/2017		\$28.10	\$17.42	\$45.52
Truckdriver class 1(see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 2 (see notes)	1/1/2019		\$29.13	\$19.51	\$48.64
Truckdriver class 2 (see notes)	1/1/2017		\$28.24	\$17.50	\$45.74
Truckdriver class 2 (see notes)	1/1/2018		\$28.66	\$18.48	\$47.14
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41
Truckdriver class 3 (see notes)	1/1/2018		\$29.13	\$18.78	\$47.91
Truckdriver class 3 (see notes)	1/1/2017		\$28.71	\$17.80	\$46.51

TECHNICAL SPECIFICATIONS

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected finish elements including flooring and wall base.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of selective demolition activities with starting and ending dates for each activity.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.2 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.3 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 CLEANING

- A. Remove demolition waste materials from Project site.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 096513 – RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient Wall Base.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
 - 1. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- E. Product Schedule: For resilient products. Use same designations indicated on Drawings.

1.4 QUALITY ASSURANCE

- A. Mockups: Provide resilient products with mockups specified in other Sections.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

1.6 PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.

- B. Maintain ambient temperatures within range recommended by Johnsonite, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

PART 2 - PRODUCTS

2.1 RESILIENT WALL BASE: Basis of Design

Manufacturer:

Johnsonite, Inc.	Phone	(800) 899-8916
16910 Munn Road		(440) 543-8916
Chagrin Falls, Ohio 44023	Tech:	Ext 9297
Web: www.tarkettna.com	Samples:	Ext 9299
E-mail: info@johnsonite.com	Fax:	(440) 543-8920

A. MILLWORK RESILIENT WALL BASE

JOHNSONITE MILLWORK RESILIENT WALL BASE specify – Millwork Resilient Wall Base, including Masquerade, with the following physical characteristics:

- a. Millwork profiles replicate the look of finely milled wood.
- b. Manufactured from a proprietary thermoplastic rubber formulation.
- c. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
- d. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm² or greater, Class I.
- e. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
- f. Johnsonite offers a RESTART reclamation program for returning jobsite scrap
- g. Contains 14% pre-consumer recycled content
- h. 100% Recyclable
- i. Phthalate-free
- j. SCS FloorScore® Certified and meets California Specifications Section 01350
- k. Johnsonite facilities are ISO 9001 and ISO 14001 Certified
- l. Possible LEED contributions for Wall Base include MR:2, MR:4, MR:5 and EQ: 4.3
- m. **Color number from Price Group ***
 - For Reveal 8" profile – 1/4" (6.35 mm) thick by 8" (20.32 cm) height high wall base specify (MW ____ [specify color by number and name]-F8)
 - For Shoe Moulding profile – 1/4" (.635 mm) thick by 1.5" (3.81cm) height wall base specify (SHU ____ [specify color by number and name]-A)
 - For 1/2" Quarter Round profile –specify (QTR ____ [specify color by number and

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement-based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Johnsonite to meet site conditions
 - 1. Johnsonite #960 Cove Base Adhesive (Porous applications)
 - 2. Johnsonite #946 Premium Contact Bond Adhesive (Non-porous applications)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to Johnsonite's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with Johnsonite's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required. Apply shoe molding and half rounds where applicable.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

- D. Tightly adhere Millwork resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.
- G. Millwork profiles – job-formed corners:
 - 1. Outside corners: Use straight pieces of maximum lengths possible and miter corners to fit.
 - 2. Inside corners: Butt one piece to corner then scribe next piece to fit.

3.4 CLEANING AND PROTECTION

- A. Comply with Johnsonite's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

APPENDICES

- A. BASIS OF DESIGN: WALL BASE PRODUCT DATA
- B. BASIS OF DESIGN: WALL BASE COLOR PALETTE

END OF SECTION 096513

096519 - Resilient Tile Flooring

T I M E L E S S

by CONGOLEUM™

Product	Structure®			
Construction	Layered Vinyl Tile and Plank			
Wearlayer	.020" (0.5 mm) High Performance Urethane Finish with Aluminum Oxide			
Overall Thickness	0.120" (3.0 mm)			
	Galaxy	Terra Nova & Crete	Pioneer & Trek	Timberline & Trail
Width/length	18" x 36" (457.2 mm x 914.4 mm)	18" x 18" (457.2 mm x 457.2 mm)	7.25" x 48" (184.2 mm x 1219.2 mm)	6" x 48" (152.4 mm x 1219.2 mm)
Edge	Square	Square	Micro bevel	Micro bevel
Pieces Per carton	8	16	15	18
Coverage per carton	36 sq. ft. (3.3 m ²)	36 sq. ft. (3.3 m ²)	36.25 sq. ft. (3.4 m ²)	36 sq. ft. (3.3 m ²)
Weight per carton	42 lbs. (18.1 kg.)	42 lbs. (18.1 kg.)	42 lbs. (18.1 kg.)	42 lbs. (18.1 kg.)
Cartons per pallet	52	52	52	55

ASTM F 1700 Properties and Performance Specifications

Specification (ASTM F-1700)	Class III, Type B - Embossed Surface
ASTM F2055-10 Squareness	Passes - maximum 0.001 in. (0.25mm)
ASTM F2055 Size and Tolerance	Passes - at ±0.016 in./lin. Ft. (0.4 mm/305 mm)
ASTM F386 Thickness	Passes - as specified ±0.005 in. (0.13 mm)
ASTM F137 Flexibility	Passes - 1-in. (25.4-mm mandrel, no crack or break)
ASTM F2199 Dimensional Stability	Passes - no greater than 0.020 in./lin. Ft. (0.51 mm/305 mm)
ASTM F1914 Residual Indent	Passes - average less than 8%
ASTM F925 Resistance to Chemicals	Passes - no change
ASTM F1515 Resistance to Light	Passes - less than 8 avg., max
ASTM F1514 Resistance to Heat	Passes - less than 8 avg., max

Additional Properties and Performance Specifications

ASTM F970 Static Load Limit	Passes - exceeds 2,500 psi
ASTM E648 Critical Radiant Flux	Passes - ≥.45 watts/cm ² , Class 1
ASTM E662 Smoke Density	Passes - < 450

Slip Resistance	ADA Compliant
HUD/FHA Requirements	Exceeds
Limited Commercial Warranty	10 Years
Recommended Adhesives	Congoleum AD32 Adhesive (pressure sensitive) Congoleum AD62 Adhesive (wet set) Must be used when heavy static or rolling loads are present or where high performance requirements must be met

Architectural Specification

Structure is not recommended for use on ramps, in commercial areas that require static dissipative flooring, or in commercial areas where the surface temperature over radiant heated substrate exceeds 85° F. Structure is intended only for indoor applications.

All floors shown in the finish schedule or listed in the specification shall be Structure Luxury Solid Vinyl Flooring provided by Congoleum Corporation, in design and color (list color _____) selected from the range currently available from Congoleum Corporation, having a nominal total thickness of 0.120 in. (3.0 mm) gauge, and sizes depending on designs in [48 in. x 6 in. (1219.2 mm x 152.4 mm)] [48 in. x 7.25 in. (1219.2 mm x 184.2 mm)] [18 in. x 18 in. (457.2 mm x 457.2 mm)] [18 in. x 36 in. (457.2 mm x 914.4 mm)], consisting of a 0.020 in. (0.5 mm) thick wear layer over a printed film on an intermediate layer over a filled vinyl backing. Flooring is asbestos free and meets composition, size, thickness, squareness, flexibility, residual indentation, resistance to chemicals, resistance to heat and resistance to light requirements of ASTM F 1700, "Standard Specification for Solid Vinyl Tile," Class III, Type B – Embossed Surface. The product shall have a 10 Year Limited Commercial warranty against manufacturing defects. The adhesive shall be Congoleum AD32 or Congoleum AD62 for use under heavy static or rolling loads, or where high performance requirements must be met.

For additional installation, maintenance, or technical information, visit our website at www.congoleum.com or contact our Technical Services Department at 1-800-274-3266.

Please view actual product samples when making a selection as our printed colors may vary from actual product.

Structure is certified under FloorScore, an independent 3rd party Indoor Air Quality certification program for low emitting flooring. Structure is CHPS O1350 compliant and recognized as contributing to LEED EQ Credit 4.3. Adhesives meet VOC content limit of SCAQMD Rule #1168 and may also contribute to LEED EQ Credit 4.1. Structure and Congoleum adhesives can contribute points under the National Green Building Standard (NAHB) ICC 7700-2008.

APPENDICES

- A. BASIS OF DESIGN: LUXURY VINYL TILE
- B. BASIS OF DESIGN: MATERIAL INFORMATION SHEET
- C. BASIS OF DESIGN: INSTALLATION INSTRUCTIONS AND WARRANTY

END OF SECTION 096519

TECHNICAL SPECIFICATIONS APPENDIX A

BASIS OF DESIGN WALL BASE PRODUCT DATA



JOHNSONITE RESILIENT WALL BASE

Millwork Wall Base

Product Specification

1. PROPRIETARY PRODUCT/MANUFACTURER

1.1. **Proprietary Product:** Millwork Resilient Wall Base profiles replicate the look of finely milled wood.

1.1. **Manufacturer:**

Tarkett	Phone: (800) 899-8916
30000 Aurora Rd.	(440) 543-8916
Solon, Ohio 44139	Tech: Ext 9297
Web: www.tarketta.com	Samples: Ext 9299
E-mail: info@johnsonite.com	

1.2. **Proprietary Product Description:**

1.1.1. **Construction:** Johnsonite Millwork Resilient Wall Base is manufactured from a proprietary thermoplastic rubber formulation designed specifically to meet the following performance requirements of ASTM F1861 Standard Specification for Resilient Wall Base, Type TP, and Group 1.

1.1.2. **Physical Characteristics:**

Diplomat™ (MW-XX-A): 3/8" (.375", 9.52mm) thick by 4 -1/2" (11.43cm) height, 6 per carton, 8 ft lengths, 48 ft (14.6m) per carton, 44 lbs (20.0 kg) per carton, U.S. Design Patent Number #D474,548

Outline™ (MW-XX-D): 5/16" (.313", 7.92mm) thick by 3-1/2" (8.89cm) height, 10 per carton, 8 ft lengths, 80 ft (24.4m) per carton, 47 lbs (21.3kg) per carton

Attaché™ (MW-XX-E): 1/4" (.25", 6.35mm) thick, by 6" (15.24cm) height, 8 per carton, 8 ft lengths, 64 ft (19.5m) per carton, 57 lbs (26.0kg) per carton

Reveal™ 4-1/4" (MW-XX-F): 1/4" (.25", 6.35mm) thick by 4-1/4" (10.8cm) height with a 45° angular top and a 7/32" (5.5mm) wide surface reveal, 8 per carton, 8 ft lengths, 64 ft (19.5m) per carton, 50 lbs (22.7kg) per carton

Reveal™ 6" (MW-XX-F6): 1/4" (.25", 6.35mm) thick by 6" (15.24cm) height with a 45° angular top and a 7/32" (5.5mm) wide surface reveal, 8 per carton, 8 ft lengths, 64 ft (19.5m) per carton, 58 lbs (26.3kg) per carton

Inflection™ (MW-XX-G): 3/8" (.375", 9.52mm) thick by 5-1/4" (13.34cm) height, 6 per carton, 8 ft lengths, 48 ft (14.6m) per carton, 65 lbs (29.5kg) per carton

Mandalay™ 2-1/2" (MW-XX-H25): 3/8" (.375", 9.52mm) thick by 2-1/2" (6.35cm) height, a rectangular shaped profile with a 45° chamfer top, 5 per carton, 8 ft lengths, 40 ft (12.2m) per carton, 40 lbs (18.14kg) per carton

Mandalay™ 3" (MW-XX-H3): 3/8" (.375", 9.52mm) thick by 3" (7.62cm) height, a rectangular shaped profile with a 45° chamfer top, 7 per carton, 8 ft lengths, 56 ft (17.1m) per carton, 48 lbs (21.8kg) per carton

Mandalay™ 4-1/2" (MW-XX-H): 3/8" (.375", 9.52mm) thick by 4-1/2" (11.43cm) height, a rectangular shaped profile with a 45° chamfer top, 5 per carton, 8 ft lengths, 40 ft (12.2m) per carton, 52 lbs (23.6kg) per carton

Mandalay™ 6" (MW-XX-H6): 3/8" (.375", 9.52mm) thick by 6" (15.24cm) height, a rectangular shaped profile with a 45° chamfer top, 4 per carton, 8 ft lengths, 32 ft (9.75m) per carton, 54 lbs (24.5kg) per carton

Monument™ 2-1/2" (MW-XX-S25): 1/4" (.250", 6.35mm) thick by 2 1/2" (6.35cm) height, a rectangular shaped profile, 8 per carton, 8 ft lengths, 64 ft (19.5m) per carton, 33 lbs (18.14kg) per carton

Monument™ 4" (MW-XX-S4): 1/4" (.250", 6.35mm) thick by 4" (10.16cm) height, a rectangular shaped profile, 8 per carton, 8 ft lengths, 64 ft (19.5m) per carton, 50 lbs (21.8kg) per carton

Silhouette™ (MW-XX-J): 1/2" (.50", 12.7mm) thick and 4" (10.16cm) height, 6 per carton, 8 ft lengths, 48 ft (14.63m) per carton, 42 lbs (19.1kg) per carton

Ambassador™ (MW-XX-K): 3/8" (.375", 9.52mm) thick by 4" (10.16cm) height, 6 per carton, 8 ft lengths, 48 ft (14.6m) per carton, 42 lbs (19.1kg) per carton

Envoy™ (MW-XX-L): 3/4" (.75", 19.05mm) thick by 5-1/2" (13.97cm) height, 4 per carton, 8 ft lengths, 32 ft (9.75m) per carton, 66 lbs (29.9kg) per carton

Monarch™ (MW-XX-M): 3/16" (.19", 4.76mm) thick by 6.0" (15.24cm) height, 6 per carton, 8 ft lengths, 48 ft (14.6m) per carton, 46 lbs (20.9kg) per carton

Oblique™ (MW-XX-N): 3/8" (.375", 9.53mm) thick by 3" (7.62cm) height with a 45° angular top, 7 per carton, 8 ft lengths, 56 ft (17.0m) per carton, 42 lbs (19.1kg) per carton

Emissary™ (MW-XX-P): 37/64" (.531", 13.49mm) thick by 4-1/2" (20.32cm) height, 6 per carton, 8 ft lengths, 48 ft (12.9m) per carton, 60 lbs (22.7kg) per carton

Equinox™ (MW-XX-R): 3/8" (.375", 9.53mm) thick by 4-1/2" (11.43cm) height, 5 per carton, 8 ft lengths, 40 ft (10.16m) per carton, 50 lbs (22.7kg) per carton

Delineate™ (MW-XX-T): 0.400" (10.2 mm) thick by 4-1/4" (10.8 cm) height, and 8 ft lengths

2. PRODUCT PERFORMANCE AND TECHNICAL DATA

2.1. Products meets the following performance criteria for resistance to light, chemicals, and staining of adjacent materials when tested to the methods as described in ASTM F1861.

JOHNSONITE RESILIENT WALL BASE

Product Specification

Millwork Wall Base

- 2.2. **Chemical resistance** (ASTM F 925): Passes – 5% acetic acid, 70% isopropyl alcohol, mineral oil, 5% sodium hydroxide solution, 5% hydrochloric acid solution, 5% sulfuric acid solution, 5% household ammonia solution, and 5.25% household bleach solution
- 2.3. **Resistance to light** (ASTM F 1515): $\Delta E < 8$
- 2.4. **Fire Resistance:**
 - ASTM E 648 (NFPA 253): Critical Radiant Flux – Class I
 - ASTM E 84/NFPA 255 (Flame/Smoke) – Class B, ≤ 450

3. INSTALLATION

- 3.1. See Johnsonite Millwork wall base installation instructions for complete details.

3.2. Adhesives:

960 Cove Base Adhesive (Porous surfaces)

Profiles	Total ft/gallon
MW-XX-A (Diplomat)	= 175 - 225 lf
MW-XX C (Overlook)	= 95 - 145 lf
MW-XX D (Outline)	= 230 - 280 lf
MW-XX E (Attaché)	= 125 - 175 lf
MW-XX F (Reveal)	= 185 - 235 lf
MW-XX F6 (Reveal)	= 125 - 175 lf
MW-XX F8 (Reveal)	= 85 - 135 lf
MW-XX G (Inflection)	= 145 - 195 lf
MW-XX-H25 (Mandalay)	= 335 - 385 lf
MW-XX-H3 (Mandalay)	= 275 - 325 lf
MW-XX-H (Mandalay)	= 175 - 225 lf
MW-XX H6 (Mandalay)	= 125 - 175 lf
MW-XX J (Silhouette)	= 200 - 250 lf
MW-XX K (Ambassador)	= 200 - 250 lf
MW-XX L (Envoy)	= 140 - 190 lf
MW-XX M (Monarch)	= 125 - 175 lf
MW-XX M8 (Monarch)	= 85 - 135 lf
MW-XX N (Oblique)	= 275 - 325 lf
MW-XX P (Emissary)	= 175 - 225 lf
MW-XX-R (Equinox)	= 175 - 225 lf
MW-XX-S25 (Monument)	= 335 - 385 lf
MW-XX-S4 (Monument)	= 185 - 235 lf
MW-XX T (Delineate)	= 185 - 235 lf

Tarkett 946 Premium Contact Adhesive (Non-porous surfaces)

Application: Brush or roller

Approximate coverage:

1 kg Unit (0.95 Qt.) – 24 to 36 sq. ft.

6 kg Unit (1.44 Gal.) – 144 to 215 sq. ft.

4. AVAILABILITY AND COST

Available through authorized Tarkett distributors nationwide.

5. WARRANTY

Limited 2 year warranty. For complete details, contact Tarkett or an authorized Tarkett distributor.

6. MAINTENANCE

72 hours after installation is completed, initial maintenance procedures must be implemented in accordance with manufacturer's requirements. Refer to Johnsonite Millwork Resilient Wall Base Installation & Maintenance Instructions for complete maintenance details.

7. TECHNICAL SERVICES

Samples: Submittal samples for verification and approval available upon request from Tarkett. Samples shall be submitted in compliance with the requirements of the contract documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

For current Installation and Maintenance Instructions, Product Specifications, and other technical data, visit us on the web at www.tarkettna.com or contact Tarkett at 1-800-899-8916.



THE ULTIMATE
FLOORING EXPERIENCE

Technical Services Department
30000 Aurora Road, Solon, Ohio 44139
(800) 899-8916 ext 9297
Fax (440) 632-5643
email: info@johnsonite.com
www.tarkettna.com

TECHNICAL SPECIFICATIONS APPENDIX B

BASIS OF DESIGN WALL BASE COLOR PALETTE

Johnsonite®

Guide to Color

Our system makes it easy to coordinate across flooring options, finishing borders and accessories.



THE ULTIMATE
FLOORING EXPERIENCE

COLOR AVAILABILITY CHART

Chart indicates standard availability across all traditional Johnsonite® solutions. Don't see the color you want in the product you need? Just ask. Put our customization to the test.

		color palettes							
JOHNSONITE SOLUTIONS		A	B	C	D	Wall Art	Masquerade	Selects	Special Notes
RUBBER FLOORING SOLUTIONS	Arcade™ Rubber Sheet								Please refer to Johnsonite Product Story for the STANDARD speckled colorway offerings for Arcade Rubber Sheet Flooring.
	Rubber Tile (Solid Color Tile, Prima Olio, Prima Marbleized)	•	•						All: Custom colors by special request. Prima Marbleized and Primo Olio: +50 White.
	Folio Rubber Tile	•	•						For recommended colors please refer to the Johnsonite Product Story or tarkettna.com.
	Circulinity Rubber Tile	•	•						Custom colors by special request.
	MicroTone Speckled Rubber Tile in 1/8" and .080" Tiles Triumph and Inertia Rubber								Please refer to Johnsonite Product Story or tarkettna.com for the STANDARD speckled colorway offerings. Or, expand your options by using the color guide to create your own unique speckled pattern.
	Mesto and Mesto Configurations Rubber Tile								Please refer to Johnsonite Product Story for the STANDARD color offerings for Mesto and Mesto Configurations rubber flooring. Custom colors by special request.
	Metallurgy Rubber Tile								Please refer to Johnsonite Product Story for the STANDARD colorway offerings for Metallurgy rubber flooring.
	Eco-Naturals CorkTones Rubber Tile	•							Additional colors from Palette B or custom colors with cork are available by special request.
	Eco-Naturals Eco-Shell with Cork Rubber Tile								Please refer to Johnsonite Product Story for the STANDARD color offerings for Eco-Shell with Cork rubber flooring. Custom colors by special request.
Defiant Oil & Grease Resistant Rubber Tile								Please refer to Johnsonite Product Story for the STANDARD colorway offerings for Defiant Oil & Grease Resistant rubber flooring.	
STAIRWELL SOLUTIONS	Rubber Stair Treads	•	•						Some profiles available in Speckled tile colorways as standard. Custom colors, Prima Marbleized and Olio patterns and Mesto colorways by special request.
	Metallurgy Rubber Stair Treads								Please refer to Johnsonite Product Story for the STANDARD colorway offerings for Metallurgy rubber flooring.
	Rubber Stringers & Risers	•	•						Custom colors by special request.
	Vinyl Treads, Stringers, Risers & Nosings	•							
	Slim Line Nosings	•			•				
WALL BASE SOLUTIONS	Millwork (Outline, Reveal)	•	•	•	•	•			+00 Unfinished
	Millwork (Mandalay, Diplomat, Inflection)	•	•	•	•				+00 Unfinished
	Millwork (Silhouette, Oblique)					•		•	
	Millwork (Classic & Viewpoint)						•		Please refer to Johnsonite Product Story for the STANDARD color offerings for Millwork (Classic and Viewpoint). Custom colors by special request.
	Millwork (Ambassador, Attaché, Delineate, Emissary, Envoy, Equinox, Mandalay 2.5" 3" 6", Monarch 6" 8", Overlook, Reveal 6" 8")							•	
	Millwork Chair Rail (Bastion, Fortis, Rampart)							•	
	Millwork Corner Guard	•		•				•	+14 Tropical Storm, 15 Cabernet, 60 Taupe
	Corner Wall Guards	•							
	Quarter Round and Shoe Moulding	•		•	•			•	+14 Tropical Storm, 15 Cabernet, 60 Taupe
	rePLACE Profiles	•							+08 Icicle, 50 White, 68 White Sand, 79 Bone White
	Perceptions (Recess)	•	•	•	•				
	TightLock	•	•	•	•				4.5" TightLock Carpet, 4.375" TightLock Resilient standard in Wall Art
	Traditional Rubber Base (2.5", 4", 6")	•	•	•	•				4" Traditional Toe standard in Wall Art. 4.5" Traditional Toe and Toeless standard in Palette A. 8", 10" Traditional Toe standard in 09 Clay, 20 Charcoal, 29 Moon Rock, 40 Black, 45 Sandalwood, 47 Brown, 49 Beige, 63 Burnt Umber, 76 Cinnamon, 80 Fawn
	Traditional Vinyl Base	•	•	•					
	Ecolibrium™ Bio-Based Rubber Wall Base	•							
BaseWorks™ Thermoset Rubber Wall Base	•	•						+08 Icicle, 14 Tropical Storm, 50 White, 79 Bone White, 460 Cotton	
FLOOR FINISHING ACCESSORIES	Floor Finishing Accessories	•							
	Slim Line Transitions	•		•					

Selects Color Palette: 00 Unfinished, 01 Snow White, 08 Icicle, 09 Clay, 11 Canvas, 20 Charcoal, 22 Pearl, 24 Grey Haze, 27 Mist, 29 Moon Rock, 31 Zephyr, 32 Pebble, 34 Almond, 40 Black, 44 Dark Brown, 45 Sandalwood, 47 Brown, 49 Beige, 50 White, 63 Burnt Umber, 66 Either Ore, 68 White Sand, 69 Sterling Silver, 76 Cinnamon, 79 Bone White, 80 Fawn, 101 Seaweed, 129 Silk, 130 Sisal, 149 Milk Chocolate, 150 Wetlands, 167 Fudge, 179 Steel, 194 Antique White, 283 Toast, 460 Cotton, 461 Wicker, 469 Mystify and 592 Seafoam.

ColorMatch® color palette A

rubber | wall base | accessories

Color plays a key role in Balanced Choice. After all, color has the power to motivate students. Or calm patients. It can stimulate sales or prevent a bad fall. By coordinating all of our solutions across a single, harmonized palette, you can create the kind of environments where happiness – and productivity – thrive.

To help you more easily choose and select colors, we offer unique color capabilities:

Color Foundations™

Color Foundations are neutrals that coordinate over our whole system of rubber, vinyl, VCT, VET, SVT and linoleum flooring, finishing borders (wall base), stair treads and accessories. We've identified Color Foundations neutrals in the following way: **WB** (warm beige), **CB** (cool beige), **WG** (warm grey), **CG** (cool grey), **B** (black), **W** (white). Hundreds of choices in 6 neutral palettes and a guarantee: You'll always have options within each palette and each product line forever. Guaranteed.

Color Coordination

Color Coordination is at the heart of Balanced Choice. An integrated palette across our full range of solutions makes selection simple and compromise a distant memory. So you can be sure the waiting room is aesthetically connected to the nurses' station, which flows into the patient rooms – no matter what color palette you choose.

ColorMatch®

Color Palette A represents our ColorMatch collection. ColorMatch is a designer palette of 36 leading colors that are scientifically precise. Our exacting standards allow you to confidently mix and match a color across all Johnsonite Rubber and Vinyl Flooring Products, Finishing Borders and Finishing Accessories.

Customization

When you don't see your perfect color, create it. Get started by using our Design a Space Pro Visualizer at tarkettna.com. While there, experiment with different textures. We offer customized colors in the quantity you want, when you want it, at a reasonable cost.

Selects ♦

The red diamond signifies colors in our Selects palette, a specific set of colors supporting specific Millwork® wall base profiles and accessories.

All colors shown in this card, including chips and photographs, approximate the actual flooring colors as accurately as possible.



color palette B

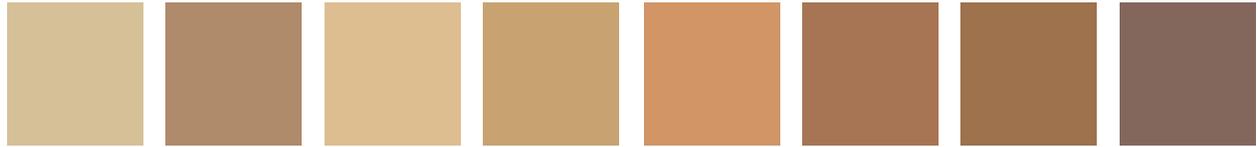
rubber | wall base



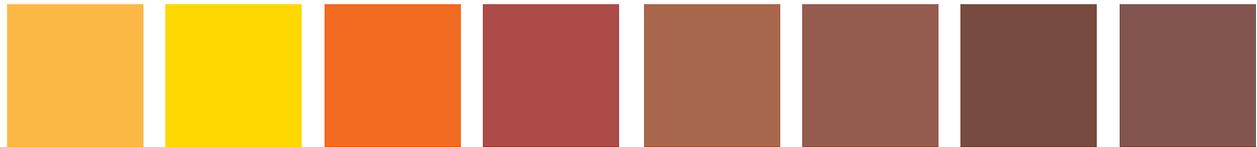
68 White Sand W ◆ 12 Hard Rock WB 121 Cement CB 280 Shoreline 469 Mystify CG ◆ 281 Grizzlylly WG 101 Seaweed ◆ 284 Ganache



27 Mist WG ◆ 05 Stone WB 60 Taupe 33 Adobe Peach 282 Vaporize 474 Zen 190 Greege 168 Thunder



285 Morning WB Light 286 Fortune WB Cookie 19 Desert Camel 146 Butternut 473 Butterscotch 111 Honeycomb 112 Oakley 149 Milk Chocolate ◆



TB5 Sunspot 75 Lemon 62 Tangerine Tango 148 Paprika 165 Squashed 287 Rustic 113 Chestnutty 166 Sienna



138 Celery 151 Iguana 475 Marshland 593 Duckweed 294 Bigtop TB6 Flame 163 Salsa 15 Cabernet



135 Chinese Jade 476 Parkway 41 Sea Breeze 59 Heather Green 592 Seafoam ◆ 289 Jaded 471 Bok Choy 73 Palm Leaf



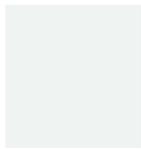
468 Gulfstream 291 Laguna 192 Tidewater 293 Peacock 591 Sleet 139 Glacier 590 Denim 84 Blue Jeans



472 Imperial 162 Sovereign 470 Cerulean 106 Skinny Dip 70 Bluest 72 Harbour

color palette C wall base

color palette D metallics



50 White W



195 Ash WG



36 Manatee



186 Mousi WG



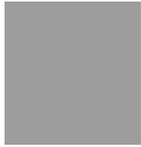
199 Dockside WG



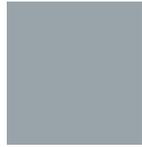
197 Shaded WG



TB3 Dover



TA5 Colonial Grey CG



262 Drizzle CG



TA6 Bedrock CG



23 Vapor Grey CG



TA4 Gateway WG



08 Icicle W



194 Antique White W



79 Bone White W



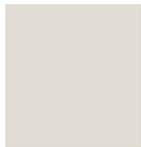
461 Wicker WB



TA1 Tannery WB



107 Neutrality



460 Cotton W



TA3 Castaway CB



276 Mystical



TA8 Welsh Castle CB



264 Grounded



TB1 Peppercorn



274 Gold Digger



273 Copper Penny



261 Autumn



259 Terra Firma



TA7 Rusty Nail



TA2 Saddlebrook



271 Seedling



467 Arugula



665 Sawgrass



TB2 Boxwood



123 Mineral Springs



292 Evening Shower



465 Seafarer



191 Lazuli



14 Tropical Storm



83 Midnight



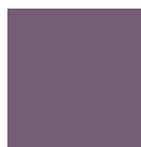
TA9 Indigo



147 South Seas



TB4 Grapest



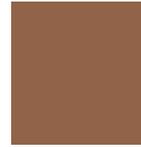
07 Wood Violet



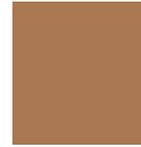
77 White Pearl W



67 Old Gold



177 Copper



65 Coronado



176 Brass WB



66 Either Ore



69 Sterling Silver CG



178 Ironstone CG



179 Steel WG



82 Black Pearl B



All Johnsonite solutions offer unique contributions to a sustainable environment—all part of Balanced Choice.

16910 Munn Road
Chagrin Falls, OH 44023
800-899-8916 or 440-543-8916

tarkettna.com



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u-#=V@° Ooh-#@#° u@Vo° hh-V) @E°

....." ° o@ \ 7) - o@V° Oy Gy k' 't@' Ou@°

45 DEGREE™



FD14A Sepia Twill



FD14B Sepia Twill



FD15A Charcoal Twill



FD15B Charcoal Twill



FD16A Cocoa Twill



FD16B Cocoa Twill

BARN™



BN210 Aspen White



BN211 Durango Dusk



BN212 Coyote



BN213 Bear Cub

HICKORY™



HK200 Blonde



HK201 Flax



HK202 Fawn



HK203 Bay



HK204 Smoke

IMPRESSIONS™



IM200 Blonde



IM201 Flax



IM202 Fawn



IM203 Bay



IM204 Smoke

GALAXY™

Tile size: 18" x 36"



AM101 Nebula



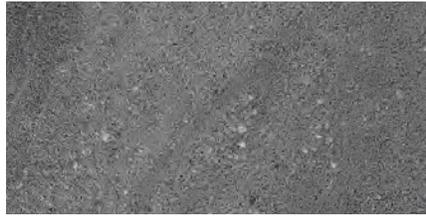
AM102 Meteorite



AM103 Nova



AM104 Starry Night



AM105 Cosmos

TERRA NOVA™

Tile size: 18" x 18"



AM110 Pottery



AM111 Alabaster



AM112 Saffron



AM113 Wood Bark



AM114 Shale



AM115 Olive Moss

CRETE™

Tile size: 18" x 18"



AM120 Pavement



AM121 Loft



AM122 Graystone



AM123 Dune



AM124 Sidewalk

PIONEER™

Plank size: 7.25" x 48"



UR100 Weathered Cabin



UR101 Frontier



UR102 Rustic Honey

TREK™

Plank size: 7.25" x 48"



UR110 Outback



UR111 Acom



UR112 Timber Wolf

TIMBERLINE™

Plank size: 6" x 48"



UR120 Tundra



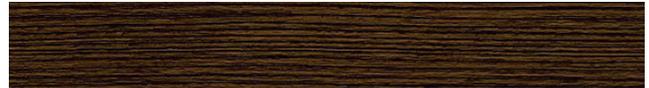
UR121 Antler



UR122 Ridge



UR123 Mahogany



UR124 Barkcode

TRAIL™

Plank size: 6" x 48"



UR130 Blaze



UR131 Roots



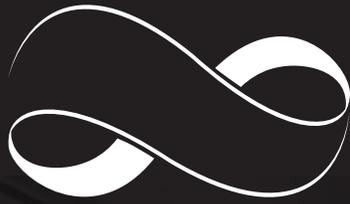
UR132 Terrain

TECHNICAL SPECIFICATION APPENDIX B

....." ° o@ \ 7) - o@ V U ° u- k @ O @ 7 \ k U ° u @ V SHEET

TECHNICAL INFORMATION APPENDIX C

....." ° o@ \ 7) - o@ V INSTALLATION INSTRUCTIONS ° V) ‡ ° kk° Vu'



TIMELESS

LUXURY PLANK & TILE



by CONGOLEUM™

STRUCTURE AND IMPACT COMMERCIAL INSTALLATION INSTRUCTIONS

ADHESIVE SELECTION

Proper adhesive selection is determined by the type of service the floor will receive. Using the proper adhesive will help maintain tight joints and reduce the potential for indentation from heavy loads.

AD-32 Adhesive is a pressure sensitive adhesive that can be used over all approved porous and non-porous substrates. AD-32 is recommended for residential and light commercial applications where heavy rolling and static loads are not expected. The adhesive is applied and then allowed to dry to a tack before installing flooring.

AD-62 Commercial Adhesive is a wet-set adhesive that dries hard and must be used in commercial applications, where heavy static or rolling loads are present, where temperature fluctuations are likely to occur or when adjustability during installation is desired. AD-62 is recommended for use over porous substrates and select non-porous substrates. DO NOT use AD-62 over existing resilient tile or sheet flooring products.

*AD-62 Adhesive is recommended for large tiles because it allows for adjustability during installation. AD-32 may be used when job site conditions require the use of a pressure sensitive adhesive.

Specialty Adhesives - Use Mapei G21 or G15 on installations in hospital rooms or medical facilities where Hill-Rom beds are used or where frequent surface wetting will occur such as in grocery store produce areas.

RECOMMENDED SUBSTRATES FOR AD-62 ADHESIVE

- **Porous Substrates (Concrete, wood underlayment and patching and leveling compounds)** - Before installing flooring allow adhesive to dry/flash for 5 to 10 minutes. The flooring must be laid in to wet adhesive to achieve 100% transfer of the adhesive to the back of the flooring when rolled.
- **Non-porous substrates (Cement terrazzo and some steel trowel finished concrete)** - It will be necessary to allow the adhesive to dry/flash longer when covering over non-porous surfaces. Before installing flooring allow adhesive to dry/flash 20 to 40 minutes or until the valleys between the trowel ridges turn clear (the trowel ridges will be wet) to achieve approximately 100% transfer of the trowel pattern to the back of the flooring when rolled. (See chart below).

GENERAL INFORMATION

- Always store and transport cartons on a flat surface neatly stacked no more than 15 cartons high. Ideal storage temperatures range from 50°F to 90°F (10°C to 32°C).
- Acclimate the room(s) flooring and adhesive at a constant temperature between 65°F and 85°F (18°C and 29°C) for 48 hours before, during and 72 hours after installation. Thereafter the room temperature should not exceed 90°F (32°C) or fall below 55°F (13°C).
- Make sure the pattern is correct and the lot numbers are the same on each carton.

Adhesive	AD-32 Pressure Sensitive Adhesive	AD-62 Wet Set Adhesive	
	Residential and Light Commercial	Commercial	
Service Rating			
Substrate	All Approved Substrates	Approved Porous Substrates	Approved Non-porous Substrates
Trowel Notch	1/16" x 1/32" x 1/32" U-notch (16 x .08 x .08 cm)	1/16" x 1/16" x 1/16" Square-notch (16 x .16 x .16 cm)	1/32" x 1/16" x 1/32" U-notch (.08 x .16 x .08 cm)
Spread Rate	200 - 250 ft. ² /gal (18.6 - 23.2 m ²)	125 - 150 ft. ² /gal (11.6 - 13.9 m ²)	185 - 245 ft. ² /gal (17.2 - 22.8 m ²)
Dry/ Flash Time	30 to 60 minutes	5 to 10 minutes	20 to 40 minutes
Working Time	6 hours	Up to 30 minutes	Up to 20 minutes

Note: AD-62 Adhesive flash time and working time may vary based on temperature, humidity, substrate porosity, trowel application and jobsite conditions.

SUBFLOORS AND PREPARATION

For detailed information on subfloors and preparation, please refer to supporting document "Suitable Substrates" at www.congoleum.com. Certain requirements may apply in order to prepare these substrates for resilient flooring. Substrates covered with existing flooring may also be acceptable for residential and light commercial applications.

Ensure that concrete subfloors are sufficiently dry by conducting moisture and pH tests. The subfloor, regardless of the type must be flat, smooth, clean, dry, structurally sound and free of paint, old adhesive residue, wax, grease, oil, solvent, curing and parting compounds and other substances that could interfere with adhesion or the performance of the flooring. Never use liquid adhesive remover or solvent cleaners for removing old adhesive residue or other substances on the subfloor. These substances must be mechanically removed. Conduct bond tests to confirm suitable adhesion to the substrate. The flatness of the subfloor is particularly important for keeping joints tight and in alignment when installing large format tiles. Deviations in the subfloor should not exceed 3/16" in 10' or 1/16" in 1'. Subfloor deflection should not exceed 1/360th of the span.

SUITABLE SUBSTRATES AND SURFACE MATERIALS

- Fully cured, dry concrete on all grade levels. Moisture vapor emissions should not exceed 5 pounds (ASTM F1869) or 80% RH (ASTM F2170) with a pH range between 5 and 9.
- Approved suspended wood floors and underlayments.
- Cement-based self-levelling underlayments and patching compounds.
- Prepared ceramic tile, marble and cement terrazzo
- Aluminum, steel and stainless steel.
- Radiant-heated subfloors where the maximum surface temperature of the floor does not exceed 85°F (29°C) in any area.

The following existing floors may be suitable for residential and light commercial applications only.

- Existing qualifying resilient sheet flooring-single layer, fully adhered and well bonded.
- Existing vinyl composition tile (VCT) - single layer, well bonded over, on or above grade level only.

Note: Some previously manufactured vinyl floor covering and asphalt "cutback" adhesive contain asbestos. For preparation or removal of these products, refer to the Resilient Floor Covering Institute's publication "Recommended Work Practices for the Removal of Resilient Floor Covering". These work practices must be followed. For a copy of the recommended work practices, please contact: Resilient Floor Covering Institute (RFCI) 115 Broad Street, Suite 201, La Grange, GA 30204 - www.rfci.com.

Warning: Do not sand, dry sweep, dry scrape, drill, saw, beadblast or mechanically chip or pulverize existing resilient flooring, backing, lining felt, asphaltic "cutback" adhesive or other adhesive. These products may contain asbestos fibers or crystalline silica. Avoid creating dust. Inhalation of such dust is a cancer and respiratory tract hazard. Smoking by individuals exposed to asbestos fibers greatly increases the risk of serious bodily harm. Unless positively certain that the product is a non-asbestos containing material, you must presume it contains asbestos. Regulations may require that the material be tested to determine asbestos content and may govern the removal and disposal of the material. If you must remove old flooring material, contact the Resilient Floor Covering Institute to obtain a copy of the Recommended Work Practices for the Removal of Resilient Floor Covering.

JOB SITE CONDITIONS

- Resilient flooring installation should be scheduled after all other trades have completed their work.
- The HVAC systems must be in operation for at least 10 days prior to flooring installation and thereafter to maintain a constant temperature. Portable heaters may not provide adequate heat. Never use kerosene heaters.
- Proper acclimation of the room, subfloor, flooring material, adhesive and all installation accessory products is critical to the success of the adhesive and flooring performance. Installation over cold subfloors will delay adhesive flash time and dry time, effect the size of the floor and increase the potential for indentation and/or adhesive displacement. The subfloor temperature must be between 65°F and 85°F (18°C and 29°C) at the time of installation.
- Acclimate the room(s) flooring and adhesive at a constant temperature between 65°F and 85°F (18°C and 29°C) for 48 hours before, during and 72 hours after installation. Thereafter the room temperature should not exceed 90°F (32°C) or fall below 55°F (13°C).
- Unopen cartons of flooring should be neatly stacked in the room where they will be installed during the acclimation period. Open cartons just prior to installation.

SPECIAL INSTALLATION REQUIREMENTS

- All plank products should be installed with end joints randomly staggered at least 8" apart. Avoid using pieces less than 6" long at the end of the row.
- Planks and tiles can be combined on custom installations.
- 18" x 36" tiles can be installed in an ashlar layout with a 9", 12" or 18" drop pattern, depending on the desired appearance. A square layout with all 4 corners lined up is not recommended.
- 18" x 18" and 18" x 36" tiles have directional arrows printed on the back. Turn tiles randomly in alternating directions to achieve the best visual appearance.
- When installing flooring in a wet-set application with AD-62, the flooring must be rolled with a 100 pound three section roller immediately after completing each section and while adhesive is still wet and again 1 hour later.
- Proper adhesive selection and application will ensure good adhesion, tighter joints and reduce the potential for indentation from rolling and static loads.

INSTALLATION RECOMMENDATIONS

Layout

Layout will depend on the product size and adhesive system being used. Snap a chalk line down the center of the floor parallel with the long dimension of the room. Adjust the chalk line if necessary to avoid narrow pieces at the walls. When installing 18" x 18" or 18" x 36" tiles it will be necessary to snap additional chalk lines perpendicular (90°) to the center line. Also see special instructions for AD-62 wet-set adhesive applications.

When planning the layout make sure tile and plank joints fall at least 6" (15.2cm) away from joints in the underlayment and/or seams in existing flooring. Do not install over expansion joints.

Cutting

Flooring can be trimmed to fit using a sharp utility knife or tile cutter. When using a utility knife, score the surface of the tile or plank and flex it downward to break it at the score mark. Always place the cut edge against the wall.

FOR INSTALLATION WITH AD-32 PRESSURE SENSITIVE ADHESIVE

Apply AD-32 Adhesive over one-half of the subfloor up to the chalk line. Allow adhesive to dry completely to a tack, normally 30 to 60 minutes, longer in cool or humid conditions. Adhesive will turn from off white to clear when dry.

Carefully install the first row of tile or plank along the edge of the chalk line. When installing plank, start with a whole plank in the first row. Use 2/3 of a plank to start the second row and 1/3 of a plank for the third row. Thereafter install planks in a random layout offsetting end joints by at least 8". Avoid using small pieces less than 6". Complete each row including the cut piece at the end of the row. Always place cut ends against the wall. Complete the opposite side of the room and roll the entire floor in both directions with a 100 pound, three-section roller. Restrict to light traffic for the next 48 hours.

FOR INSTALLATION WITH AD-62 WET SET ADHESIVE

When working with wet set adhesive it will be necessary to start the installation at the wall to avoid walking on freshly installed flooring. Transfer the center chalk line to within 24" to 36" from the wall opposite the entrance of the room using a multiple of the plank or tile width. Snap additional chalk lines to divide the floor into sections for adhesive application.

Apply AD-62 Adhesive in the first section. Spread the adhesive evenly over the subfloor, keeping the trowel at a 45° angle to the surface. Apply only enough adhesive that can be covered with plank or tile within the 20 to 30 minute working time. Before setting tiles or planks, allow adhesive to flash off for 5 to 10 minutes over porous surfaces or 20 to 40 minutes over approved non-porous surfaces. Do not walk on or work on freshly laid flooring until the adhesive has set sufficiently to eliminate shifting.

If unavoidable use a kneeling board. Fitting flooring net to the walls will reduce the possibility of tiles shifting.

Carefully install the first row of tile or plank along the edge of the chalk line. *When installing plank, start with a whole plank in the first row. Use 2/3 of a plank to start the second row and 1/3 of a plank for the third row. Thereafter install planks in a random layout offsetting end joints by at least 8".* Complete each row including the cut piece at the end of the row. Always place cut ends against the wall. Clean any adhesive smears on the face of the flooring immediately with a clean wet cloth before it dries. Roll the floor with a 100 pound three section roller immediately after completing each section and while adhesive is still wet. Re-roll it again after 1 hour. Failure to roll the floor can result in poor adhesion and indentation of the finished floor.

FINISHING THE JOB

- Clean any adhesive smears on the face of the flooring immediately while wet with a clean cloth and dilute solution of neutral cleaner and water. Mineral spirits can be used to remove dried adhesive.
- Keep traffic off the newly installed floor for at least 24 hours after installation. Open to light traffic for the next 48 hours. Resume normal traffic after 72 hours.
- Protect the floor from rolling or static loads for at least 72 hours after installation to allow adhesive to set firm.
- Always use strips of hardwood or plywood when moving heavy objects such as furniture or equipment over the floor even when using carts or dollies with wheels.
- Allow adhesive to dry a minimum of 4 days before wetting or washing the new floor.

Congoleum®
www.congoleum.com

Congoleum Corporation
3500 Quakerbridge Road
Mercerville, NJ 08619

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STRUCTURE™ 10 YEAR COMMERCIAL LIMITED WARRANTY

What is covered:

Congoleum warrants that its Structure products will be free of manufacturing defects and will not discolor from mold, mildew or alkali for a period of ten years from the date of purchase.

This warranty covers material for five years and reasonable labor costs as published in RSMeans® for one year if installation was paid for when the original floor was installed. After one year through three years 50% of reasonable labor costs as published in RSMeans® will be paid if installation was paid for when the original floor was installed. After four years labor costs are not covered.

This warranty applies to quality one, current running line patterns purchased after June 1, 2015 and installed in normal commercial applications.

This warranty is not transferable.

Exclusions...what is not covered:

- Problems due to improper installation, non-recommended subflooring or improper subfloor preparation, improper floor care and installation products, or failure to follow maintenance recommendations.
- Change of gloss level, dulling, scratching, cutting, chipping, breakage or staining that occurs during or after installation as a result of improper use, maintenance or care. For a floor to "wear out" is defined as the absence of the wear layer and printed design due to normal household use. Scratching is not "wear out".
- Problems due to accidents, abuse, or improper usage. Some examples are: damage from moving appliances or sliding furniture without adequate protection, rolling casters on furniture, appliance or plumbing leaks, rotating beater bars on vacuum cleaners, damage caused by heat from steam cleaning devices, dropping of heavy or sharp objects, and damage or discoloration from burns or fire.
- Problems due to temperature as a result of heat producing appliances such as a refrigerator or range, or hot air registers emitting direct flow of heat in excess of 120°F which, even intermittently, can scorch, burn, discolor, or fade your floor. Cigarettes, matches and other very hot objects can also damage your floor.
- Fading from prolonged exposure to direct sunlight.
- Problems due to installation in unheated rooms.
- Color or design variations from samples and literature.
- Problems due to excessive moisture or water leaks and floods.
- Damage occurring during renovation or construction.
- Use of floor mats that are not labeled "nonstaining."
- Rips, tears, gouges or indentations that occurs during or after installation as a result of improper use, maintenance or care.
- If a replacement of your floor is required due to mold, mildew or alkali staining, discoloration or other damage caused by mold, mildew or alkali, the replacement floor will not be warranted for conditions caused by mold, mildew or alkali.
- Labor on material that is installed with obvious visible defects.

Warranty Remedy

If your Congoleum floor fails to perform under the conditions of this warranty, Congoleum will at its option repair the defective area(s) or supply new Congoleum material of the same color, design, and grade, if available; if unavailable or discontinued, Congoleum reserves the right to select and supply similar Congoleum materials. This does not preclude replacement for other reasons as deemed appropriate by Congoleum. After corrective action is taken on an existing defect, you will continue to receive the warranty coverage for the remaining period of your original warranty.

How to Make a Claim

If you find a defect or other matter covered by this warranty, you should promptly notify the retailer who sold the floor covering material, or you may contact Congoleum directly. Notice of a claim under this warranty must be in writing and must include proof of purchase. The correspondence with the retailer or Congoleum should include the product purchased, the amount purchased, installation costs (if applicable) and the date of purchase.

If you submit your claim directly to Congoleum, Congoleum will contact you within 15 days of receipt of your claim to verify that the claim has been made.

You may submit your warranty claim directly to Congoleum at: Congoleum Corporation, Dept. C, 3500 Quakerbridge Road, P.O. Box 3127, Mercerville, NJ 08619.

Consequential or Incidental Damages

Congoleum excludes and will not pay consequential or incidental damages under this warranty. By this we mean that Congoleum will not cover or pay for any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Some examples of consequential or incidental damages are: replacement of subfloors, trim moldings, disconnection/reconnecting appliances or fixtures, or moving of furniture/appliances.

No Implied Warranties

There are no implied warranties, including warranties of merchantability and fitness for a particular use, extending beyond this warranty.

Your Legal Rights

This warranty gives you specific legal rights and you may also have other rights which vary from state to state, except for these other rights, the remedies in the above warranties state the limit of Congoleum Corporation's responsibility.

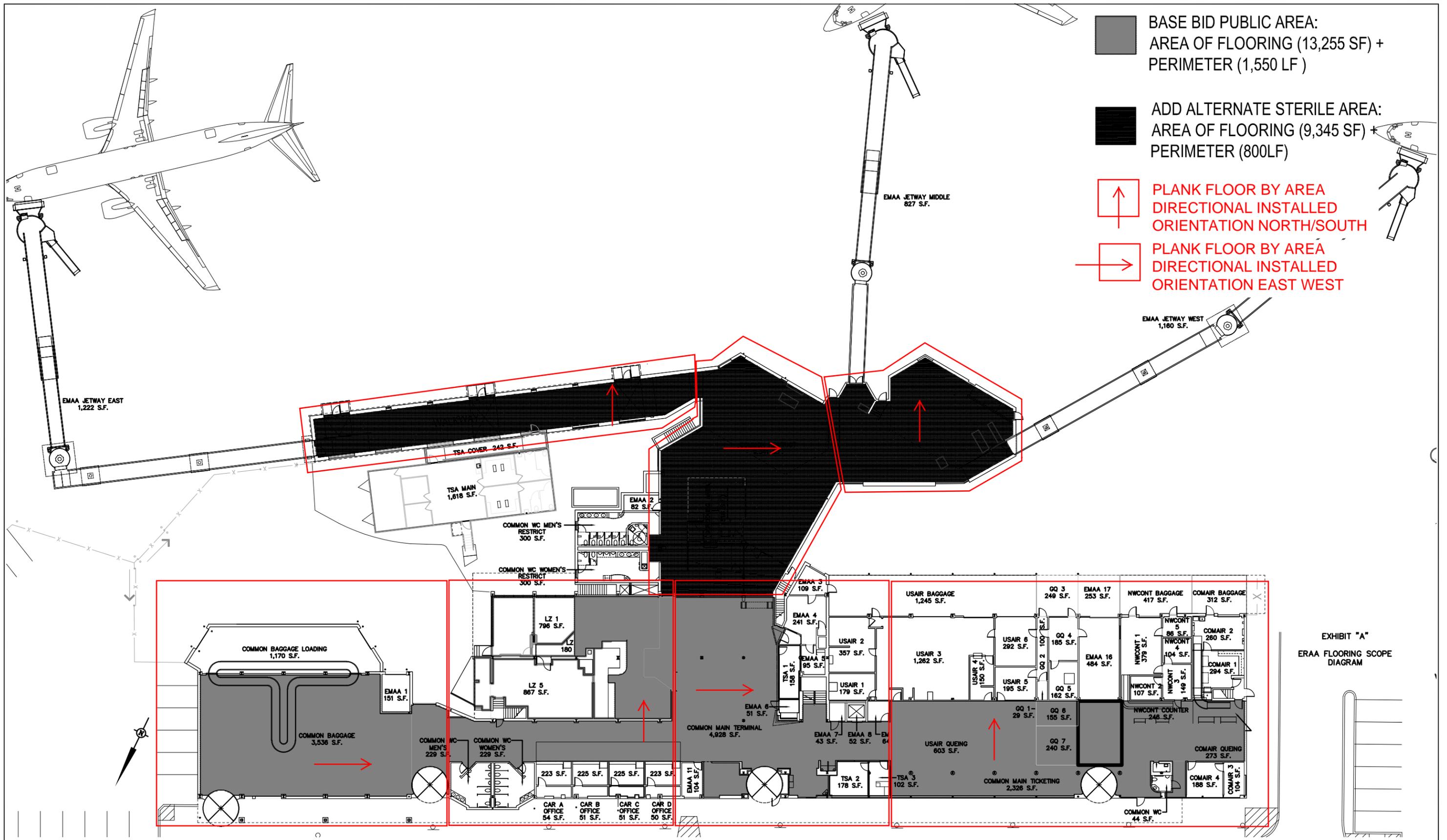
No representative, employee, or agent of Congoleum is authorized to modify or change the limited warranties stated herein.

Contact Us

If you have any questions regarding your new Congoleum floor, need additional maintenance information or require any other assistance, please call Congoleum Information at 609-584-3000, Monday through Thursday, 8:30 a.m. to 5:00 p.m. EST or visit our website at www.congoleum.com.

Thank you for choosing Congoleum.

EXHIBIT A



- BASE BID PUBLIC AREA:**
 AREA OF FLOORING (13,255 SF) +
 PERIMETER (1,550 LF)

- ADD ALTERNATE STERILE AREA:**
 AREA OF FLOORING (9,345 SF) +
 PERIMETER (800LF)

- ↑
PLANK FLOOR BY AREA
 DIRECTIONAL INSTALLED
 ORIENTATION NORTH/SOUTH

- **PLANK FLOOR BY AREA**
 DIRECTIONAL INSTALLED
 ORIENTATION EAST WEST

EXHIBIT "A"
 ERAA FLOORING SCOPE
 DIAGRAM

TERMINAL - GROUND LEVEL

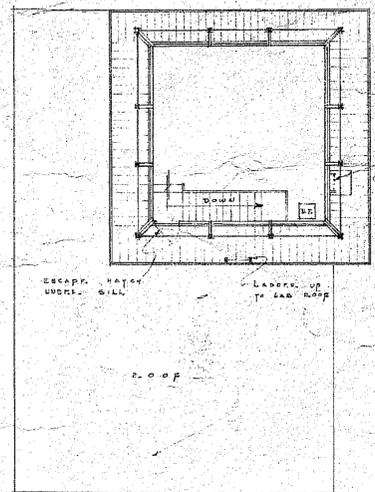
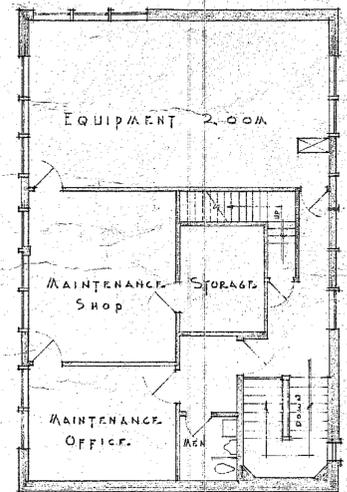
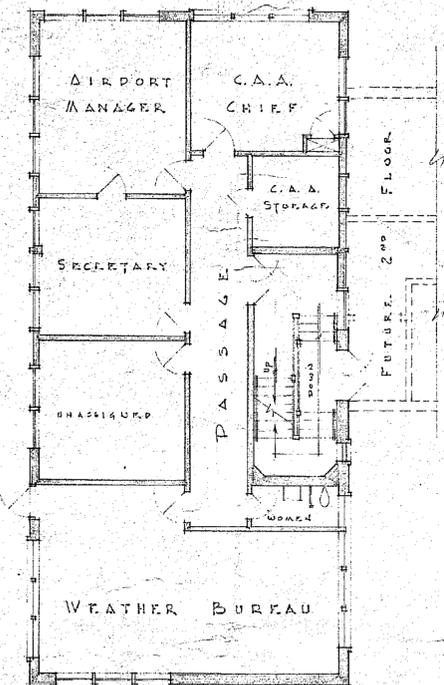
DATE	BY	REVISION

DRAWN / CHECKED BY: NW / DS.	UEI NO. / CAD NAME: TERMINAL FLOORING REPLACEMENT
SCALE NOT TO SCALE	DWG. NO. EXHIBIT "A"
DATE: 12-21-18	SHEET 1 OF 1

ERIE INTERNATIONAL AIRPORT TOM RIDGE FIELD
 Erie, Pennsylvania
 4411 West 12th Street Erie, PA 16505-0393

EXHIBIT B

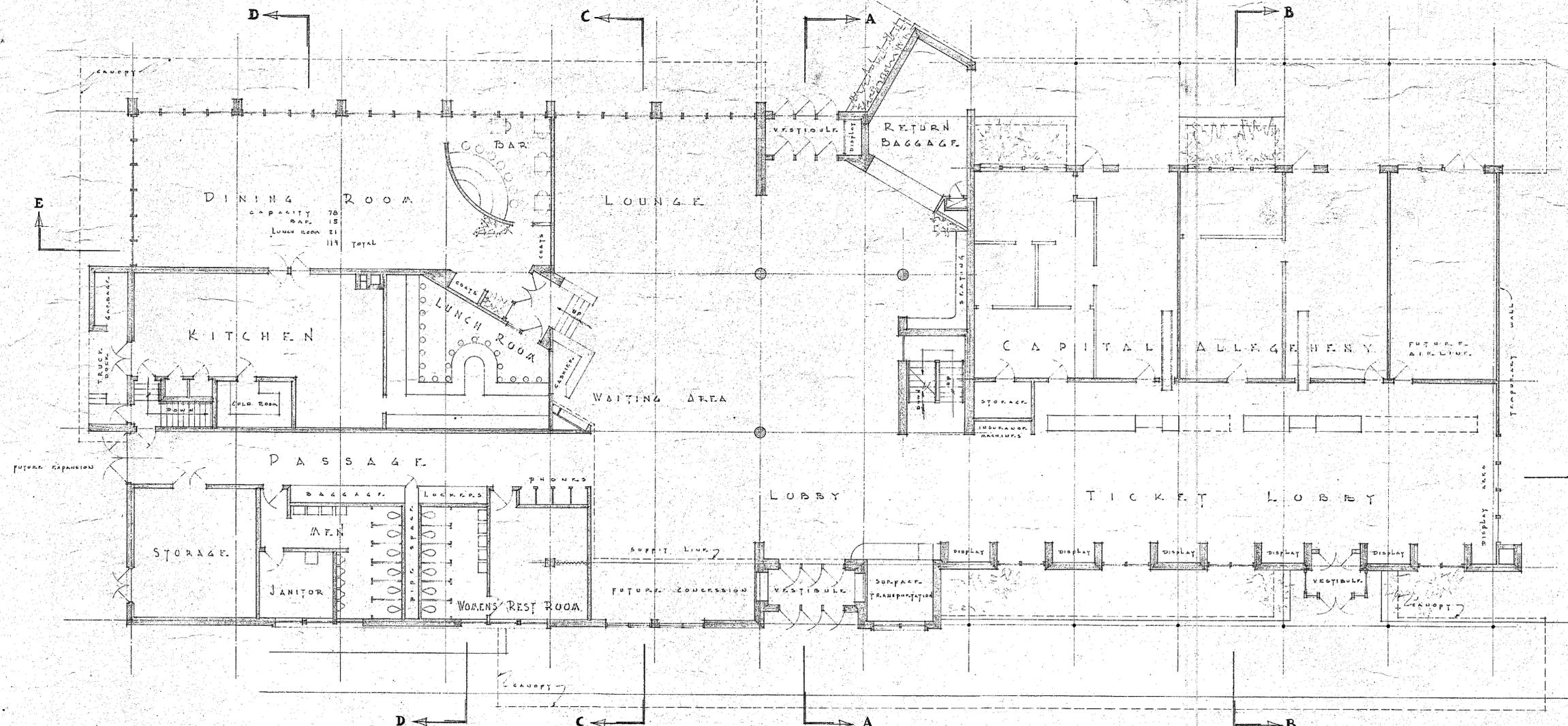
ORIGINAL TERMINAL PRIOR TO ADDITIONS



SECOND FLOOR PLAN
Scale: 1/8" = 1'-0"

THIRD FLOOR PLAN
Scale: 1/8" = 1'-0"

PLAN AT CAB
Scale: 1/8" = 1'-0"



FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"

PROPOSED TERMINAL BUILDING
FOR
ERIE MUNICIPAL AIRPORT AUTHORITY
ERIE, PENNA.
NELSON - GOLDBERG & HEIDT
REGISTERED ENGINEERS & ARCHITECTS
ERIE, PENNA.

INCLUSIONS - PHOTO DOCUMENT

**CAUTION!
PUBLIC
CORRIDOR
OPEN DOOR
CAREFULLY!**

**CAUTION!
PUBLIC
CORRIDOR
OPEN DOOR
CAREFULLY!**

**Center terminal
stairwell, include both
landings**

THANK YOU

THANK YOU

WEBER
MURPHY
FOX





The Erie International Airport opens at 4:00 AM and generally closes 45 minutes after the last flight arrival.



CAUTION
Slippery
When
Wet



center terminal entrance, remove tile



Ticket wing CT80 machine, not easily moved. heavy advance coordination required





PASSENGER ALERT
Report Suspicious
Behavior or
Unattended
Baggage to
Uniformed Police
or TSA Personnel

Ticket wing revolving door, remove tile

Employee bathroom area - west end of the terminal



ERIE INTERNATIONAL AIRPORT

Baggage claim by
bathrooms. remove tile



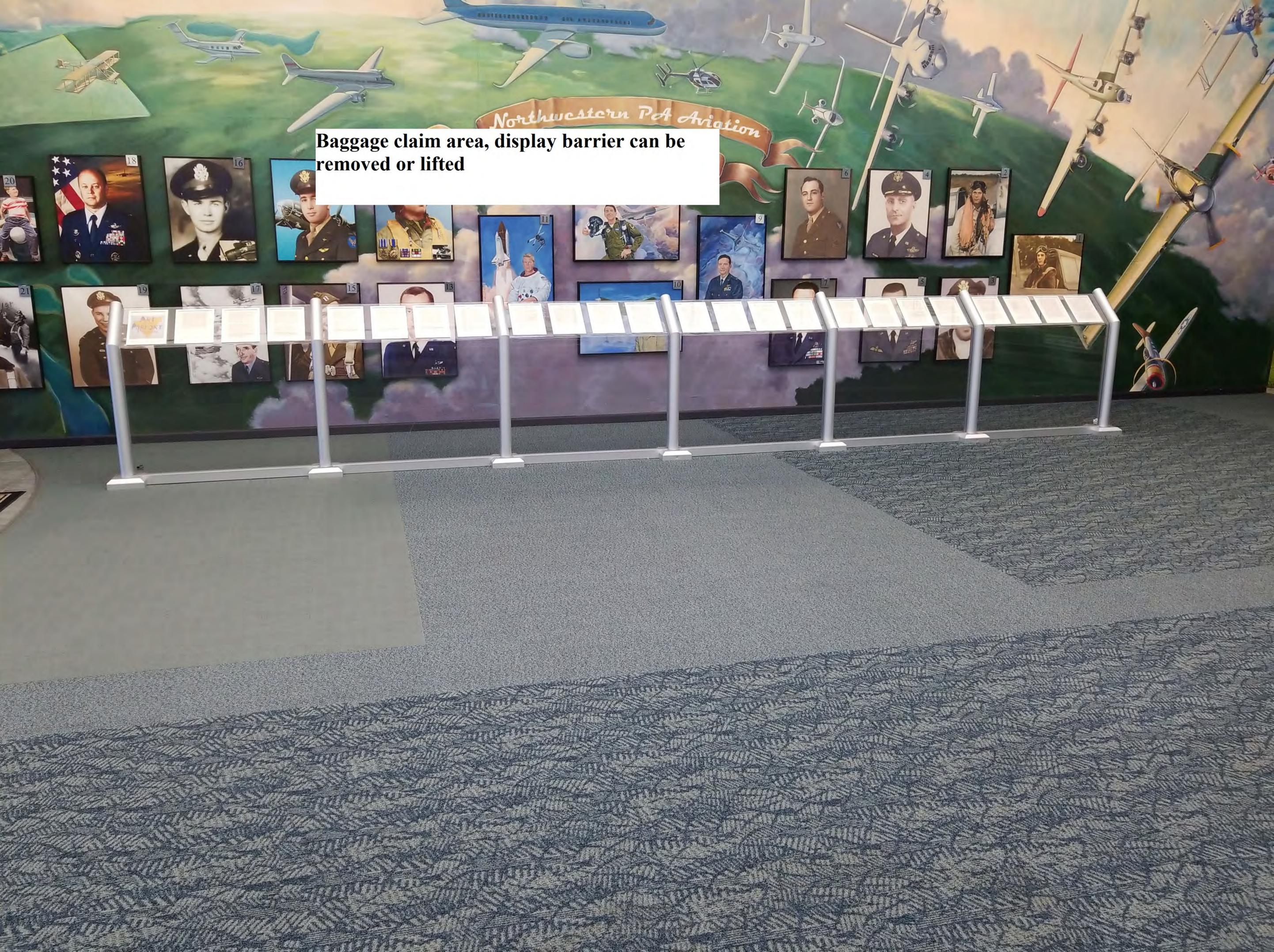


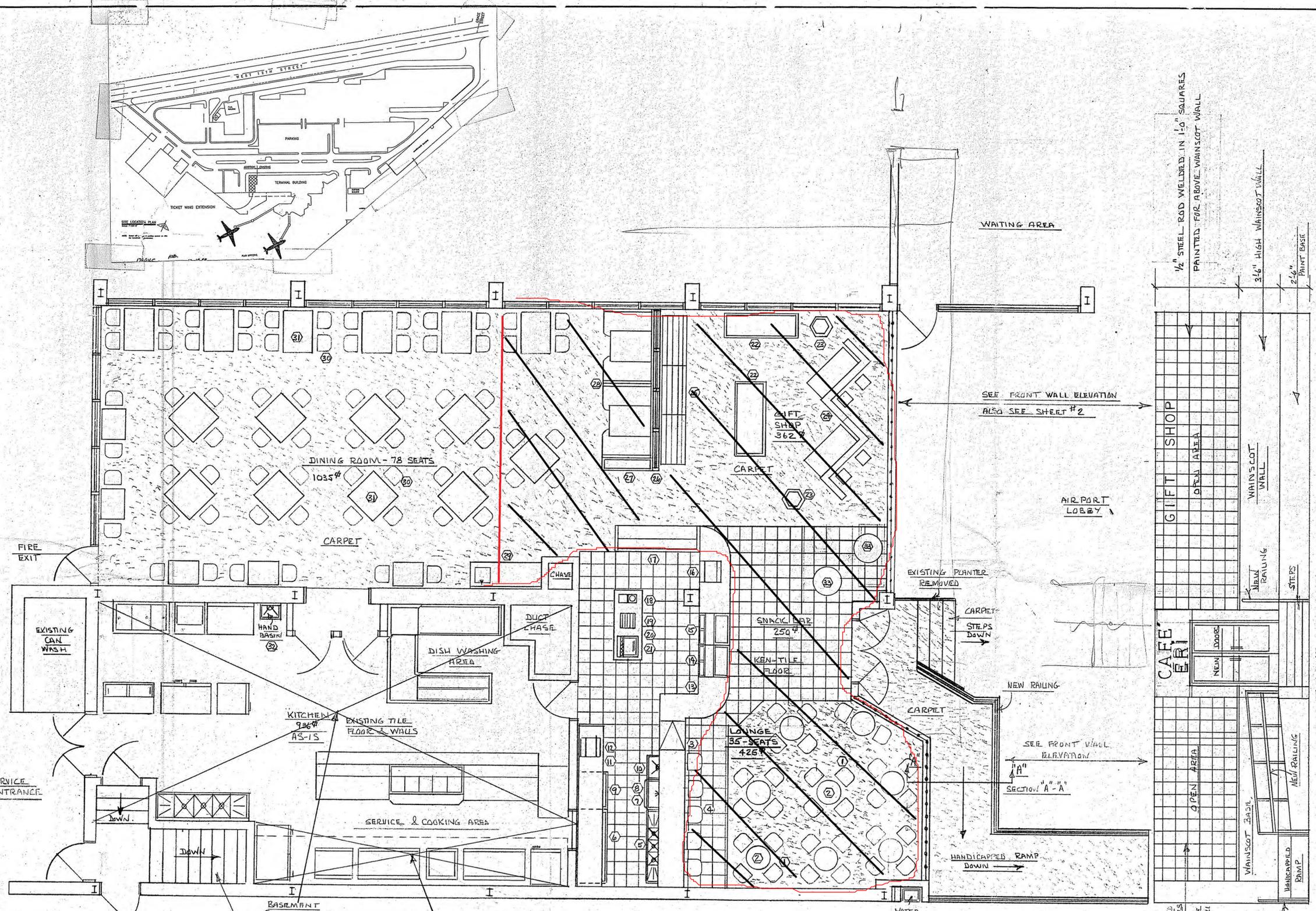
**tri fold doors by baggage claim
bathrooms, remove tile**



Baggage claim, remove tile

Baggage claim area, display barrier can be removed or lifted





TO BAGGAGE CLAIM

PLAN APPROVAL
 Commonwealth of Pennsylvania
 Department of Labor & Industry

These plans have been reviewed and approved in accordance with the Fire and Panic Law, Act No. 202, as amended and the Regulations promulgated thereunder. This approval covers all conditions shown on these plans which are regulated by the Fire and Panic Regulations. Any changes or alterations to these plans which would effect any provisions of the Fire and Panic Regulations must be approved by the Department.

NOTE: STORAGE & OFFICE IN BASEMENT AREA 744 SQ. FT. ALSO COMMON HALLWAY 130 SQ. FT.

195692 Mod. 6/9/90
 File No. Date
 N A-1 25
 TOC Occ. Class. County Code

ELA ___ FAA ___ Act 222 - Energy ___
 DET ___ SPR ___ Act 235-216 - Hdep. ___

Plan Examiner: *Clair M. Pate*
 Fee: 75.00
 Draw. Index No. 90-05896
 MA-84693
 56-2072

SCALE: 1/4" = 1'-0"

NOTE: INFO. FOR COMMONWEALTH OF PENNSYLVANIA DEPT. OF LABOR AND INDUSTRY HARRISBURG, PA. 17120

NOTE: ERIE AIRPORT AUTHORITY INSTALLED COMPLETE NEW FIRE SPRINKLER SYSTEM IN ALL RESTAURANT AREAS

NOTE: ALL REMODELING TO COMPLY WITH ANY & ALL CODES
 PA. STATE: L & I NUMBERS-176945/10-19-89
 89-11336 - MA-84673 - 56-2072

MAIN FLOOR TOTAL 3008 SQ.
 TOTAL SEATING - 113
 TWO - STAND-UP TABLES

ERIE MUNICIPAL AIRPORT
 ERIE, PA.

REVISIONS

NO.	DATE	BY

135 S. Lynnfield Road
 Suite 205
 Memphis, TN 38119

W.J. Maier & Company
 Final Service Consulting & Design
 4990 OLD FARM RD. E. MEMPHIS, TENNESSEE 38125 PHONE (901) 757-0358

Wjm

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ERIE AIRPORT
 ERIE, PA.

DRAWING NUMBER: 031590

1 OF 5

EXISTING GLUE DOWN CONDITION PHOTOS



