

PROJECT MANUAL

Security Fence Upgrade

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

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BID DOCUMENTS

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

SEALED BIDS for the Security Fence Upgrade 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 November 2, 2018 at 11:00 a.m. 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 SECURITY FENCE UPGRADE, 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 No Bid or any portion thereof may be withdrawn after the date and time specified above for the receipt of bids and during the ensuing thirty (30) days thereafter.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 October 17, 2018 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 email at kscharrer@erieairport.org. Any questions for requests for interpretation of the Contract Documents shall be made pursuant to Section 7 of the Instructions to Bidders, entitled "Changes and Addenda to Project Documents," contained in the Contract Documents.

A mandatory site visit will be held at 1:00 p.m. on October 25, 2018 at the Erie International Airport Terminal Building.

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 the Specifications for the following project:

**Erie International Airport
Tom Ridge Field
Security Fence Upgrade**

This project consists of the installation of three strands of barbed wire to existing sections of perimeter fence located at the Erie International Airport Terminal, and the replacement of a six foot high section of fence with an eight foot high section of fence with three strands of barbed wire.

2. IDENTIFICATION OF "CONTRACT DOCUMENTS" AND BIDDER'S RESPONSIBILITY

Each bidder shall familiarize him/herself with all of the attached forms which comprise this bid packet, which shall be collectively referred to as the "Contract Documents" and shall include:

- Legal Advertisement/Invitation to Bid,
- Instructions to Bidders,
- Form of Bid,
- Basis of Award,
- Bid Schedule,
- Bid Guaranty,
- Instructions for Non-Collusion
- Non-Collusion Affidavit,
- Buy American Certificate,
- Contractor's Certification of Eligibility,
- Statement of Bidder Indicating Previous Experience in Contracts Subject to the Equal Opportunity Clause,
- Agreement,
- General Instructions for Bonds
- Performance Bond
- Payment Bond
- Maintenance Bond,
- Affidavit regarding affiliated work,
- No Lien Agreement,
- Affidavit re Workers' Compensation,
- Partnership and Corporate Certificates,
- Notice of Responsible Employees,
- Contractor's Certification of Non-Segregated Facilities,
- Public Works Employment Verification Form,
- General Provisions,
- Special Provisions,
- Attachment 1 – Commonwealth of Pennsylvania Grant Assurances for Construction Contracts,
- Attachment 2 – Prevailing Wage provisions,
- Technical Specifications/Drawings

- Notice of Award
- Notice to Proceed

The Bidder shall be held responsible to fully comply with all provisions in the Contract Documents.

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 Documents. 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 12:00 PM, on October 26, 2018 to Kim Scharrer, ERAA, at kscharrer@erieairport.org in accordance with Item 7 below.

3. SPECIFICATIONS

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

Erie International Airport
Tom Ridge Field
Security Fence Upgrade

- 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 SECURITY FENCE UPGRADE
4411 WEST 12TH STREET
ERIE, PA 16505**

Each bid must be submitted on the forms furnished to the bidders within the Contract Documents. Bids submitted after the time specified for the receipt of bids will not be accepted and will be returned unopened. Bid documents submitted to the Owner must include those forms listed under Item 17 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 ten (10) business days after the documents are presented or mailed 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

6. COMPLIANCE REGULATIONS

The bidder's attention is called to the Special Provisions, in which compliance regulations for this Project are outlined. Submission of a bid indicates that the bidder has reviewed these requirements and accepts them in full.

7. CHANGES AND ADDENDA TO CONTRACT DOCUMENTS

- a. Modifications to Contract Documents. Modifications to the Contract Documents may only be made by written addendum issued by the Owner. Verbal explanations, interpretations or comments by the Owners or Owner's representative/s shall not be binding. While addenda will be transmitted to all known perspective bidders who registered with the Owner, each change or addenda issued in relation to the Contract Documents will be posted to the Erie Regional Airport Authority website at www.erieairport.org under "Business Opportunities" no later than 5 p.m., local time, October 29, 2018. All potential bidders shall be responsible for checking the website to retrieve any addendum. Postponement or cancellations may be posted later than the time specified above.
- b. Errors and Discrepancies in Contract Documents. Should a bidder find an error, discrepancy, ambiguity or omission in the Contract Documents prior to submittal of a bid, the bidder is obligated to contact the Owner with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the Contract Documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, bidder represents that they have thoroughly reviewed the Contract Documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the Project work.
- c. Clarifications and Interpretations. A bidder requesting a clarification or interpretation of the Contract Documents shall make a written request to the Owner, c/o Kim Scharrer,

4411 W. 12th Street, Erie, PA, 16505, 814-833-4258, kscharrer@erieairport.org. The Owner must receive the written request no later than 12:00 PM October 26, 2018.

8. 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.

9. 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.

10. TIME OF PERFORMANCE

Work shall commence within three (3) 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.

11. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT

The bidders' attention is called to the Special Provisions Section of the Specifications which concerns compliance with the Federal Occupational Safety and Health Act of 1970.

12. 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 Special Provisions under Attachment 2.

13. EQUAL EMPLOYMENT OPPORTUNITY

The attention of bidders is particularly called to the requirements within the Special Provisions which ensure that the employees and applicants for employment are not discriminated against because of their race, creed, color or national origin.

14. OTHER FEDERAL AND STATE REQUIREMENTS

The Contractor shall refer to the Special Provisions for any other Federal and State requirements for this Contract.

15. 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 Paragraph 7 of the Special Provisions and:

- a. Must be acceptable to the Owner.
- b. 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.

16. 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.

17. REQUIRED FORMS The forms listed below must be submitted, as indicated, with every bid:

	<u>Bidder</u>	<u>Proposed Subcontractors</u>
• Form of Bid	X	
• Bid Guaranty	X	
• Non-Collusion Affidavit	X	
• Buy American Certificate	X	X
• Contractor’s Certification of Eligibility	X	
• Statement of Bidder Indicating Previous Experience in Contracts Subject to the Equal Opportunity Clause	X	

18. 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”.

19. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

There is no DBE goal for this project.

20. BID PROTEST PROCEDURE

The following procedures apply to any bidder or prospective bidder who is assertedly aggrieved in connection with the advertisement for bids, contract solicitation or award of the bid for this project. A REQUEST FOR THE INTERPRETATION OF THE MEANING OF THE CONTRACT DOCUMENTS SHOULD BE MADE UNDER SECTION 7 OF THE INSTRUCTIONS TO BIDDERS "CHANGES AND ADDENDA TO CONTRACT DOCUMENTS."

(a) Protests Prior to Bid Opening. Any bidder or potential bidder desiring to file a protest regarding alleged improprieties in the advertisement, solicitation, bid specifications or any other bid document or the process utilized prior to bid opening ("Bid Process") must submit the protest in writing to and be received by Owner's Executive Director, not less than seven (7) calendar days prior to the deadline established for the receipt of bids. Any protest of this nature received after this deadline will not be reviewed and will be dismissed as untimely. The protest must be in writing, signed by or behalf of the bidder or potential bidder making the protest, and must:

1. Identify the bidder or potential bidder submitting the protest;
2. Identify the protest as "Bid Protest – Security Fence Upgrade";
3. Clearly state the factual and legal grounds for the protest; and
4. Include any supporting information necessary or appropriate for the Executive Director to make a determination whether the protest has merit.

The Executive Director shall review the protest and, if any modifications to the Bid Process are necessary, the Owner will issue one or more addenda setting forth any changes, which addenda will be sent to all holders of Contract Documents at the respective addresses furnished for such purposes. Owner shall follow the procedure set forth in Section 7 of the Instructions to Bidders regarding the issuance of any addenda. Owner will further, if determined to be necessary or appropriate, extend the bid deadline to allow for bidders to incorporate the modifications into their bids. If the Executive Director determines that no modifications are required, the Owner will notify the protestor in writing of his decision with a response to each substantive issue raised by the protestor. This response shall be issued to the protestor not later than twenty-four (24) hours prior to the date fixed for the opening of bids.

(b) Protests After Bid Opening. Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening, no protests concerning the Bid Process will be considered. Any bidder desiring to file a protest after bid opening, including a protest of the contract award, must be submitted in writing and received by the Executive Director (at ERAA offices, 4411 W. 12th Street, Erie, PA 16505) within seven (7) calendar days of the date the protestor knew or should have known of the facts giving rise to the protest. However, no protest will be accepted that is filed more than seven (7) calendar

days after the date the Owner awards the contract. A decision by the Owner to exercise its right to reject all bids may not be the subject of a protest and is not appealable. The protest must be in writing, signed by or behalf of the bidder or potential bidder making the protest, and must:

1. Identify the bidder making the protest;
2. Identify the protest as “Bid Protest – Security Fence Upgrade”;
3. Clearly state the factual and legal grounds for the protest; and
4. Include any supporting information necessary or appropriate for the Executive Director to make a determination whether the protest has merit; and
5. Indicate the action, ruling or relief desired from the Owner.

Within fifteen (15) calendar days from the date the protest is received, Owner’s Executive Director shall make a determination on the protest based on the information provided and such other investigation as the Executive Director deems appropriate. The Executive Director shall inform the protestor in writing of his determination with respect to each substantive issue identified in the written protest.

Any protestor that is aggrieved by any decision of the Owner’s Executive Director under paragraph 20.b. may appeal the Executive Director’s decision to the Owner’s Board of Directors. Any appeal of a decision of the Executive Director must be made in writing and received by the Owner’s Board of Directors (at ERAA offices, 4411 W. 12th Street, Erie, PA 16505) within three (3) business days of the date the decision was rendered by the Executive Director. The notice of appeal shall be in writing, signed by or on behalf of the bidder or potential bidder making the protest and must:

6. Clearly identify the decision being appealed, including identifying protest as “Bid Protest Appeal – Security Fence Upgrade”;
7. Clearly state the factual and legal grounds for the appeal; and
8. Including any supporting information necessary or appropriate for the Board of Directors to make a determination whether the appeal has merit.

Owner’s Board of Directors may request the parties affected by the appeal to provide such additional information as necessary to make a decision on the appeal. Following a determination on the appeal by the Board of Directors, the Board of Directors shall notify the party making the appeal of the determination of the Board of Directors with respect to each substantive issue raised in the appeal. Any appeal from an action of the Board of Directors in connection with any protest shall be made to the Federal Aviation Administration in accordance with 49 C.F.R. §18.36(b)(12)(i-ii) when/if applicable and/or to a court of competent jurisdiction when so authorized by applicable Pennsylvania and federal law.

FORM OF BID

SECURITY FENCE UPGRADE
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 (as identified in more detail in Item 2 of the Instructions to Bidders) which include, but are not limited to, the Invitation to Bid, Instruction to Bidders, Form of Bid, the Bid Guaranty, Agreement, Non-Collusion Affidavit, General Provisions, Special 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 under signed 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 request by the ERIE REGIONAL AIRPORT AUTHORITY.

(If an individual, partnership, or non-incorporated organization)

Signature of Bidder _____

By _____

Address of Bidder _____

Name and Addresses of Members of Firm:

(If a Corporation)

Signature of Bidder _____

By _____

Business Address _____

Incorporated under the laws of the State of _____

Names of Officers:

President _____

Address _____

Secretary _____

Address _____

Treasurer _____

Address _____

SEAL:

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 alternates 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 Paragraph 7 of the Special Provisions 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
Security Fence Upgrade
BASE BID SCHEDULE**

Item	Description	Unit	Quantity	Unit Price in Figures	Unit Price Written	Total
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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 _____, 2018 for: **Security Fence Upgrade.**

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 _____, 2018, 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:

(Individual Principal) (SEAL)

(Business Address)

(Individual Principal) (SEAL)

(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. 2018.

My Commission Expires: _____

(NOTARIAL SEAL)

BUY AMERICAN CERTIFICATE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner with the bid, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver -The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission of this proposal or acceptance of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it shall include this clause without modification in all lower tier transactions, solicitations, proposals, Contracts, and Subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That, the information above is true and complete to the best of my knowledge.

Name and Title (please print)

Signature _____ Date _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**STATEMENT OF BIDDER INDICATING PREVIOUS EXPERIENCE IN
CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE**

This hereby certifies that _____ has previously had a contract subject to the Equal Opportunity Clause and that all report forms required in such contract have been filed with the proper agencies.

Signature: _____ Date: _____

If the bidder has not had a previous contract subject to the Equal Opportunity Clause, a compliance report, Standard Form (SF) 100 must be attached to this Proposal Form.

CONTRACT DOCUMENTS

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018, 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 Item 2 of the Instructions to Bidders (set forth again below 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.

ARTICLE 2 -THE WORK

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

Erie International Airport Tom Ridge Field

Security Fence Upgrade

ARTICLE 3 -THE ARCHITECT/ENGINEER

The Architect/Engineer for this Project is:

Erie Regional Airport Authority
4411 West 12th Street
Erie PA 16505

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 “**Security Fence Upgrade**” project shall be completed within forty-five (45) calendar days from the date of “Notice to Proceed.”
- 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 **\$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 -BUY AMERICAN -STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

(a) The Contractor agrees that only domestic steel and manufactured products shall be used by the Contractor, Subcontractors, materialmen, and suppliers in the performance of this Contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

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:

- Legal Advertisement/Invitation to Bid,
- Instructions to Bidders,
- Form of Bid,
- Basis of Award,
- Bid Schedule,
- Bid Guaranty,
- Instructions for Non-Collusion
- Non-Collusion Affidavit,
- Buy American Certificate,
- Contractor's Certification of Eligibility,
- Statement of Bidder Indicating Previous Experience in Contracts Subject to the Equal Opportunity Clause,
- Agreement,
- General Instructions for Bonds
- Performance Bond
- Payment Bond

- Maintenance Bond,
- Affidavit regarding affiliated work,
- No Lien Agreement,
- Affidavit re Workers' Compensation,
- Partnership and Corporate Certificates,
- Notice of Responsible Employees,
- Contractor's Certification of Non-Segregated Facilities,
- Public Works Employment Verification Form,
- General Provisions,
- Special Provisions,
- Attachment 1 – Commonwealth of Pennsylvania Grant Assurances for Construction Contracts,
- Attachment 2 – Prevailing Wage provisions,
- Technical Specifications/Drawings
- Notice of Award
- Notice to Proceed

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

WITNESS:

CONTRACTOR:

BY: _____

TITLE: _____

WITNESS:

ERIE REGIONAL AIRPORT AUTHORITY

(SEAL)

BY: _____

Chairman

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
_____, 2018 (hereinafter called the Contract) for: **Security Fence Upgrade** 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 _____ 2018.

(Individuals Principals Sign Here)

In the presence of:

_____ (SEAL)

_____ (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: **Security Fence Upgrade** 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 _____, 2018

(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 _____, 2018, for: **Security Fence Upgrade.**

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 _____, 2018, 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:

(SEAL)

(Individual Principal)

(Business Address)

(SEAL)

ERIE INTERNATIONAL AIRPORT, TOM RIDGE FIELD

SECURITY FENCE UPGRADE

(Individual Principal)

(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: **Security Fence Upgrade.**

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 under signed 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 _____, 2018

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. 2018

(NOTARIAL SEAL)

PARTNERSHIP CERTIFICATE

State of _____)

ss:

County of _____)

On this _____ day of _____ 2018, 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 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 _____

CONTRACTOR'S CERTIFICATION OF NON-SEGREGATED FACILITIES

The Federally Assisted Construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally Assisted Construction Contractor certifies that it shall not maintain or provide, for its employees, segregated facilities at any of its establishments and that it shall not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally Assisted Construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color religion, or national origin because of habit, local custom, or any other reason. The Federally Assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he shall obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the equal opportunity clause and that he shall retain such certifications in his files.

The information above is true and complete to the best of my knowledge.

Name and Title (Please Type)

Date _____

Signature _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



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

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.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

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.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

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 75 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 five (5) business 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.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

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. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

- b.** Remove such material from the site, upon written approval of the Engineer; or
- c.** Use such material for the Contractor's own temporary construction on site; or,
- d.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

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.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or 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, after consultation with the FAA, 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, plans, cited

standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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.

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. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): AutoCAD 2013 (survey) and Microsoft Word or Adobe PDF (notes). In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades,

alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a.** Clearing and Grubbing perimeter staking
- b.** Rough Grade slope stakes at 100-foot (30-m) stations
- c.** Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a.** Runway – minimum five (5) per station
- b.** Taxiways – minimum three (3) per station
- c.** Holding apron areas – minimum three (3) per station
- d.** Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a.** Runway – minimum five (5) per station
- b.** Taxiways – minimum three (3) per station
- c.** Holding apron areas – minimum three (3) per station

Pavement areas:

- a.** Edge of Pavement hubs and tacks (for string line by Contractor) at 100-foot (30-m) stations.
- b.** Between Lifts at 25-foot (7.5-m) stations for the following section locations:
 - (1)** Runways – each paving lane width
 - (2)** Taxiways – each paving lane width
 - (3)** Holding areas – each paving lane width
- c.** After finish paving operations at 50-foot (15-m) stations:
 - (1)** All paved areas – Edge of each paving lane prior to next paving lot
- d.** Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- e.** Fence lines at 100-foot (30-m) stations minimum.
- f.** Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g.** Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 Automatically controlled equipment. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

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.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. 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. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

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.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,

b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection: NONE.

60-02 Samples, tests, and cited specifications. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a

final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer's field office. An Engineer's field office is not required

60-06 Storage of materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior

to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or 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 or lessee of the property.

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:

No such work is anticipated.

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. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

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.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

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. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

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. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

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. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described on the plans

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

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.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

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:

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 (1 m) 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. NOT USED.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

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 **51percent** 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 three (3) 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. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the

Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

See Phasing Plan for pavement closure requirements.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

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.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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 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 certified 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

SPECIAL PROVISIONS

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. SPECIFICATION TITLES

Titles to sections and paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a part of the Specifications, and furthermore, shall not be taken as a correct or complete segregation of the several units of material and labor. The sections and paragraphs shall not control the Contractor in dividing the Work among Subcontractors.

3. 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.

4. SPECIAL PROVISIONS TAKE PRECEDENCE

The Special Provisions may supplement or amend the General Provisions; therefore, the Special Provisions shall take precedence over the General Provisions.

5. 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.

6. ADDITIONAL BONDS

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.

7. SUBCONTRACTORS

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:

- (a) A financial statement certified by its accountants.
- (b) A list of contracts successfully and satisfactorily carried to completion on work of a similar nature.
- (c) A list of contracts presently underway, the percentage of completion of each contract and the name and address of the owner.
- (d) A list of equipment to be utilized on this Project.

Subcontractors shall have previous experience in similar type of Work including a minimum of two (2) similar projects on airfield(s) other than at the Erie International Airport, Tom Ridge Field. In an instance where a Subcontractor proposed by the lowest bidder is not acceptable to the Owner the bidder will be asked to obtain the services of a different Subcontractor but shall not be permitted to increase his/her bid. If the bidder cannot obtain the services of a different Subcontractor and perform all Work for the Bid Price submitted then the bid shall be disqualified. In this instance the next lowest bid shall be evaluated until a satisfactory bid is received.

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.

Subletting by Subcontractors shall not be permitted.

8. SUBCONTRACTS

The applicable provisions of the Contract shall be incorporated into each Subcontract entered into by this Contractor. Three copies of each Subcontract shall be provided to the Owner. The amount of Subcontracted Work is limited to **49%** of the total Contract value.

9. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor, free of charge, four (4) copies of Drawings and Specifications for the execution of the Work. If any additional copies are required, they shall be supplied by the Owner at the cost of printing.

10. SPECIFICATIONS AND DRAWINGS

(a) Interpret As Complete Work. The Contractor shall keep on the Site a copy of the Drawings and Specifications, and the Engineer shall at all times have access thereto. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown and mentioned in both. In case of difference between the Drawings or Specifications, the Specifications shall govern. Omissions from the Drawings or Specifications or of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted details of Work but they shall be performed as if fully set forth and described in the Drawings and Specifications.

(b) Checking of Drawings and Dimensions. The Contractor shall check all Drawings furnished him immediately upon their receipt and shall promptly request of the Engineer such interpretation and clarification as may be required. Figures marked down on Drawings shall in general be followed in preference to scale measurements. Large scale Drawings shall in general govern small scale Drawings. The Contractor shall compare all Drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the Drawings.

(c) Deviations. Deviations from the Drawings and the dimensions therein given shall be made only after written authority is obtained from the Engineer.

(d) Interpretations and Instructions. All questions regarding the figures, Drawings, Plans and Specifications and the interpretation thereof and the resolving of conflicts and inconsistencies therein shall be determined by the Engineer and such determination shall be final.

11. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by the Engineer are the Owner's property. They are not to be used on other Work, and with the exception of the signed Contract set, are to be returned to him on request at the completion of the Work.

12. STANDARD OF QUALITY

Wherever in these contract documents an equipment item, article or material is defined by describing a proprietary project or by using a trade name of a manufacturer or vendor, the term "or equal" if not inserted therewith shall be assumed as signifying that the Specifications shall be interpreted liberally, except that on projects which are an addition to an existing facility, system, equipment, item or article, the Owner shall specify, when in his/her opinion such is necessary for reasons of compatibility and standardization, specific equipment, item, article or material by a trade name of a manufacturer or vendor including catalog number, size and type. Accordingly, it is to be understood that any reference to a particular manufacturer's product either by name or by limiting description, except as noted herein, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired.

Any other make, except as noted herein, substantially similar and performing as effectively the duties imposed by the general design, performance and space allowed by the Plans may be submitted for approval by the Erie Regional Airport Authority, provided, however, for any major substitutions, such approval is obtained prior to awarding the Contract, otherwise it shall be assumed that the Contractor will furnish the materials, articles, or equipment items specified herein. No substitution shall be made without the written approval of the Erie International Airport Authority who shall be the judge of the standard of quality.

The Contractor's attention is also called to Section 100 of the General Provisions, Contractor Quality Control Program. The Contractor shall be required to submit a Quality Control program for certain items of this project.

13. SUPERINTENDENCE, SUPERVISION

The Contractor shall keep a competent superintendent, satisfactory to the Owner on the Site at all times during working hours. The superintendent shall not be changed without written notice to the Owner except in an emergency. The Contractor's superintendent shall have authority to act for the Contractor in all matters concerning the Work. All communications given by the superintendent shall be binding on the Contractor.

14. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and their representatives harmless from all loss, expense and damage including attorney's fees, on account thereof, except the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or

manufacturers is specified; but if the Contractor has information that the process or article specified is an infringement of a patent, the Contractor shall be responsible for such loss unless prompt notice is given to the Owner and/or their representatives.

15. MUTUAL RESPONSIBILITY OF CONTRACTORS

If the Contractor should cause damage to any separate contractor on the Site, the Contractor agrees upon due notice to settle with such contractor by agreement or arbitration if that contractor will so settle. If such separate contractor commences arbitration or suit against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense and, if any judgment against the Owner shall arise there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

16. USE OF PREMISES (BY CONTRACTOR)

The Contractor shall confine equipment, the storage of materials and the operations of workmen to the limits indicated by law, ordinances, and permits on the Contract Documents and shall not unreasonably encumber the premises with his materials or equipment.

The Contractor shall not load or permit any part of any structure to be loaded with a weight, or cause pressures or stresses that will endanger its safety.

17. 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.

18. SUBSURFACE MATERIALS – CONTRACTOR'S REPRESENTATIONS

(a) General

By executing the Contract, the Contractor represents that he has visited the Site, familiarized himself with the location conditions under which the Work is to be performed and correlated his observation with the requirements of the Specifications.

(b) Subsurface Conditions

The Contractor further represents that he understands that subsurface information has been obtained for the project for engineering design purposes. This information has also been used in the preparation of estimates of quantities for bidding purposes. However, it is the obligation of the Contractor to make his own investigation of subsurface conditions prior to submitting his proposal. The Contractor has reviewed all available subsurface information, including but not limited to, boring logs, core recovery,

test results and soils reports. The Contractor's review has been in great detail through qualified and experienced representatives.

The determination of subsurface materials and conditions to be encountered is a matter of judgment and opinion. All of the information available to the Owner and the Engineer is available to the Contractor upon request.

19. UNEXPECTED SUBSURFACE CONDITIONS

The Contractor shall promptly notify the Owner in writing of any subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents. The Contractor shall promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the Erie Regional Airport Authority finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

20. OWNER'S RIGHT TO OCCUPY WORKS

The right to occupy the whole or any portion of the Work at any time prior to completion of the Contract shall be reserved by the Owner. In case of said occupation of the Works, the Contractor shall proceed with the completion of the Contract in such a manner as to cause the least possible interference with the Owner's employees, or others having business on the Works.

The installation of equipment or work under other contracts shall not be interpreted as occupation of the Works.

21. GUARANTEE OF WORK

(a) All Work shall be guaranteed by the Contractor against defects resulting from the use of inferior or defective material, equipment, or workmanship for one year from the date of substantial completion of the Contract, or from full occupancy of the project by the Owner, whichever is earlier.

(b) If, within the guarantee period, repairs or changes are required in connection with guaranteed Work rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor, promptly upon receipt of written notice and without expense to the Owner, shall place in satisfactory condition in every particular all such guaranteed Work, correct all defects therein and make good, in a reasonable manner, all damage to the Project.

(c) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor shall be liable for all expense incurred.

(d) All Work covered by special guarantees applicable to definite parts of the Work that may be stipulated in the Specifications or other papers forming a part of the Contract shall nevertheless be subject to the terms of this section during the first year of the life of such special guarantee. This shall not limit the duration of any manufacturer's warranties. All manufacturer's warranties shall be transferred to the Owner prior to final payment.

22. INDEMNIFICATION

The Contractor shall indemnify and save harmless the Owner, the Owner's Representatives and the State and their agents, officers and employees from and against all claims, damages, losses, liability and expenses including attorney's fees arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, liability or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or any of their agents, officers or employees by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employees Benefit Acts.

The obligation of the Contractor under this Section shall not extend to the liability of the Owner's representatives, his agents, officers or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Owner, his agents, officers or employee provided such giving or failure to give is the primary cause of injury or damage.

23. UNCORRECTED WORK

If the Owner deem it inexpedient to correct Work injured or not completed in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

24. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information that the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any liens remain

unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney fee.

25. NO WAIVER OF LEGAL RIGHTS

The Owner or their representatives shall not be precluded or stopped by any erroneous measurements, estimate or certificate, made or given by them, or any agent or employee of the Owner or their representatives, under any provision or provisions of the Contract at any time, either before or after the completion and acceptance of the Work and payment therefore, from showing the true and correct amount and character of the Work performed and materials furnished by the Contractor, or from showing at any time that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the Work or materials, or any part thereof, do not conform in fact to the Specifications and Contract. The Owner shall have the right to reject the whole or any part of the Work or materials, should any measurements, estimates, certificate, or payment be found or be known to be inconsistent with the terms of the Contract, or otherwise improperly given. The Owner shall not be precluded or stopped notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, from demanding and recovering from the Contractor and/or his surety such damage as it may sustain by reason of his failure to comply with the terms of the Specifications and Contract, or on account of any overpayment or overpayments made on any estimate or certificate. Neither the acceptance of the Owner, their representatives, or any agent or employee of the Owner or their representatives, nor any estimate or certificate by the Owner, for any payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the Owner or their representatives, nor any extension or remission of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any portion of the Contract of any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. The terms of this contract will not be waived or modified by any verbal communication between the Contractor and the Owner or their representatives.

26. TEMPORARY FACILITIES

(a) Temporary Buildings -Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Owner and shall be built with labor and materials furnished by the respective Contractor without expense to the Owner. Location of temporary buildings shall be as approved by the Owner. Such temporary buildings and/or utilities shall remain the property of the respective Contractor and shall be removed at the Contractor's expense upon the completion of the Work.

(b) Sanitary Provisions -The Contractor shall make arrangements for sanitary facilities required by his workmen. Sanitary facilities furnished by the Contractor shall comply with the requirements and regulations of the Department of Environmental Protection or other bodies or agencies having jurisdiction thereof. The Contractor shall permit no public nuisance or unsanitary condition to exist on the Site.

(c) Temporary Utilities -The Contractor shall furnish, install, maintain, pay all expenses and cost, and remove when no longer required, all utilities required for use in the completion of this Contract. All connections and disconnections shall be as approved by the Owner.

27. WATER REQUIRED FOR CONSTRUCTION

The Contractor shall furnish all water required to complete this Contract.

28. EXTRA EXPENSES INCURRED DUE TO FAILURE OF THE CONTRACTOR

The Contractor shall be responsible for payment to the Owner for all compensation, including salary, expenses, overhead and fringe benefits for services provided the Owner for the following items, but not necessarily limited to:

(a) Failure of the Contractor to comply with “punch list” items, requiring repeat inspections by the Owner.

(b) Repeated failure of the Contractor to perform “start-up” for completed Work and/or repeated testing failures requiring repeat inspections by the Owner.

(c) Failure of the Contractor to properly administer the Contract such as: improperly completed payment requests, failure to submit shop drawings, improper field measurements, failure to coordinate Subcontractors, failure to submit proper insurance certificates or bonds; necessitating extra engineering costs to the Owner.

Payments shall be made upon the submittal of monthly invoices.

29. 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.

30. ADVISORY CIRCULARS REFERENCED

Advisory Circulars referred to in the Contract Documents and any other sections of these Specifications may be obtained online at <http://www.faa.gov>

31. GRANT ASSURANCES

Pennsylvania Grant Assurances are provided as Attachment 1 of the Special Provisions.

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 origin, 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, Consultees 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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

(a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation in Each Trade 0%

Goals for Female Participation in Each Trade 0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to PENNDOT within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(d) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is indicated in the special provision entitled "E.E.O. Covered Area". Goals for females are listed in Appendix A, and for minorities includes the areas listed in Appendix B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED)

- (a) As used in these specifications:
1. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 3. "Employer Identification Number" means the Federal Social Security Number used on the Employers' Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or origin regardless of race);
 - c. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (b) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each Subcontract in excess of \$10,000 the provisions of these Specifications and the notice which contains the applicable goals for minority and female participation which is set forth in the solicitations from which this Contract resulted.
- (c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all Work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have union participation in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan shall be individually required to comply with its obligations under the EEO Clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

- (d) The Contractor shall implement the specific affirmative action standards provided in Paragraphs (g)(1) through (16) of these Specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilizations; the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction Work in a geographical area where they do not have a Federal or federally assisted construction Contract shall apply the minority and female goals established for the geographical area where the Work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from Federal procurement Contracting officers. The Contractor is expected to make substantially uniform progress towards its goal in each craft during the period specified.
- (e) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.
- (f) In order for the non-Working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (g) The Contractor shall take specific affirmative actions to ensure EEO. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction Project. The Contractor shall specifically ensure that all foremen, superintendents, and other On-Site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such Sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a

union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G-2 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of Work at any sites. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of

applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation, at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g)(1) through (16). The efforts of a Contractor association, joint Contractor/union, Contractor/community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section (g)(1) through (16) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the

Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, shall be required to provide EEO and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

(m) The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Section (g) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the director shall proceed in accordance with 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the Work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

(o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ATTACHMENT 2 PREVAILING WAGES

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

Project Name:	Security Fence Upgrade
Awarding Agency:	Erie Regional Airport Authority
Contract Award Date:	11/1/2018
Serial Number:	18-06942
Project Classification:	Building/Heavy/Highway
Determination Date:	10/12/2018
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: 18-06942 - 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	\$20.80	\$48.15
Carpenter	5/1/2018		\$29.74	\$15.67	\$45.41
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	5/1/2018		\$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	5/1/2017		\$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, Soft Floor Layers	5/1/2018		\$31.72	\$17.29	\$49.01
Carpenters, Soft Floor Layers	5/1/2021		\$31.72	\$17.29	\$49.01
Cement Masons	6/1/2018		\$23.87	\$16.18	\$40.05
Cement Masons	5/1/2019		\$29.44	\$16.46	\$45.90
Cement Masons	5/1/2017		\$27.24	\$16.21	\$43.45
Cement Masons	5/1/2018		\$28.34	\$16.36	\$44.70
Drywall Finisher	5/1/2017		\$22.12	\$17.45	\$39.57
Drywall Finisher	5/1/2018		\$22.27	\$18.30	\$40.57
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)	5/1/2018	12/31/2018	\$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)	5/1/2017		\$21.94	\$16.77	\$38.71
Laborers (Class 02 - See notes)	5/1/2019		\$21.94	\$18.92	\$40.86
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 (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
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
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

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

Project: 18-06942 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 04 - Surveying Rodman/Chainman)	5/1/2017		\$25.00	\$16.59	\$41.59
Painters (Brush and Roller)(Commercial)	5/1/2017		\$21.87	\$17.45	\$39.32
Painters (Brush and Roller)(Commercial)	5/1/2018		\$22.02	\$18.30	\$40.32
Painters (Spray and Sandblasting)(Commercial)	5/1/2017		\$22.62	\$17.45	\$40.07
Painters (Spray and Sandblasting)(Commercial)	5/1/2018		\$22.77	\$18.30	\$41.07
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	6/1/2018		\$23.87	\$16.18	\$40.05
Plasterers	6/1/2017		\$23.87	\$15.18	\$39.05
plumber	6/1/2021		\$45.58	\$21.77	\$67.35
plumber	6/1/2019		\$41.33	\$21.77	\$63.10
plumber	6/1/2020		\$43.48	\$21.77	\$65.25
plumber	6/1/2022		\$47.68	\$21.77	\$69.45
plumber	6/1/2018		\$39.18	\$21.77	\$60.95
Plumbers	6/1/2017		\$37.78	\$21.02	\$58.80
Pointers, Caulkers, Cleaners	12/1/2017		\$29.88	\$18.73	\$48.61
Roofers	6/1/2017		\$27.75	\$15.11	\$42.86
Roofers	5/1/2018		\$28.75	\$15.51	\$44.26
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	6/1/2017		\$39.71	\$19.01	\$58.72
Steamfitters	6/1/2018		\$38.55	\$22.67	\$61.22
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: 18-06942 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter Welder	1/1/2019		\$34.97	\$18.42	\$53.39
Carpenter Welder	1/1/2017		\$33.35	\$17.14	\$50.49
Carpenter Welder	1/1/2018		\$34.12	\$17.77	\$51.89
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	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
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)	1/1/2019		\$24.85	\$23.85	\$48.70
Laborers (Class 01 - See notes)	1/1/2018		\$24.85	\$22.35	\$47.20
Laborers (Class 01 - See notes)	1/1/2017		\$24.85	\$20.95	\$45.80
Laborers (Class 02 - See notes)	1/1/2017		\$25.01	\$20.95	\$45.96
Laborers (Class 02 - See notes)	1/1/2018		\$25.01	\$22.35	\$47.36
Laborers (Class 02 - See notes)	1/1/2019		\$25.01	\$23.85	\$48.86
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2017		\$25.40	\$20.95	\$46.35
Laborers (Class 04 - See notes)	1/1/2017		\$25.85	\$20.95	\$46.80
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
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 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 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
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)	1/1/2017		\$27.35	\$20.95	\$48.30
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
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: 18-06942 - 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

ITEM MC-002 MAINTENANCE AND PROTECTION OF AIRFIELD TRAFFIC DURING CONSTRUCTION

DESCRIPTION

002-1.1 GENERAL. This item shall consist of the necessary requirements to provide and maintain devices that are required to protect airfield traffic and communicate with the Air Traffic Control Tower (ATCT). This item shall also consist of the preparation of all necessary plans required, and includes the coordination of all construction activities. All work shall be completed in accordance with FAA Advisory Circular (AC) 150/5370-2, current edition.

Any violation of any provision of this item shall be considered a violation of the Contract itself and shall be sufficient cause for halting the work without extending the duration of the job. No time extension for the contract will be given nor any consideration for extra cost claims relative to the violations. It is the responsibility of the Contractor to instruct, monitor, and supervise work staff so that this condition never occurs.

MATERIALS

002-2.1 FLAGS. Flags shall be at least 3-foot square having a checkered pattern of orange and white squares, measuring at least 1-foot by 1-foot. The fabric color for the orange and white shall be as specified in AC 150/5210-5 current edition.

002-2.2 VEHICLE LIGHTING AND MARKING. All vehicles shall have a yellow flashing beacon attached, specified in AC 150/5210-5, "Painting, Marking, and Lighting of Vehicles on an Airport," current edition.

All vehicles continuously operating within the AOA and all Contractor escort vehicles shall have a flag attached, with a staff having a length of 4 feet and a minimum thickness of 2 inches.

002-2.3 AVIATION RADIOS. The Contractor shall provide radios capable of providing clear communication with the ATCT on frequency 121.90 MHz, for ground control. The number of radios required may vary from day to day, and it is the Contractor's responsibility to provide sufficient radios for the work activities of the day, but there shall be a minimum of 1 vehicle mounted and 2 hand held radios on site at all times while working within the perimeter fence/AOA.

PERSONNEL

002-3.1 GENERAL. The Contractor is responsible for the actions of all of its personnel and the personnel of any sub-Contractors working on the project.

002-3.2 SECURITY GUARD. The Contractor shall provide a security guard at each access point to the AOA to control traffic entering and exiting the AOA at all times that the gate is unlocked. All guards shall obtain the appropriate security badge. Furthermore, each guard will be subject to the approval of Operations. Security guards shall become familiar with the Airport Security Plan.

The Contractor shall provide direct and/or indirect methods of communication for the security guards to contact the airport. Direct access means a security guard would have immediate access to a telephone.

Indirect access means the security guard would have a radio that permits communication with an individual who has direct access.

002-3.3 TRAFFIC MANAGER. The Contractor shall designate a traffic manager whose duty shall be to direct all traffic on or near active runways, taxiways, aprons, and haul routes. It shall also be his/her responsibility to ensure that paved areas remain free of debris that might damage aircraft.

PLANS

002-4.1 GENERAL. All plans are to be prepared on the Contractor's company letterhead and signed by the company's representative who is authorized to do so. Each plan shall be submitted to and approved by the Engineer prior to commencement of any work on the project, unless otherwise noted.

002-4.2 VEHICLE AND CONSTRUCTION EQUIPMENT CONTROL PLAN. This plan shall describe in detail the Contractor's plan to control the movements of vehicles and construction equipment within the AOA. The plan must include material haul roads and any barricades that would be erected to prevent unauthorized access to the AOA.

002-4.3 BADGE CONTROL PLAN. This plan shall describe in detail the Contractor's and/or sub Contractor's plan to control security badges. This plan is to be submitted prior to or at the preconstruction meeting. This plan shall include the names of each employee who will obtain a security badge. The Contractor shall obtain badges for a sufficient number of personnel so that one badged person is not responsible for more than 5 non-badged personnel at any time.

002-4.4 SAFETY PLAN COMPLIANCE DOCUMENT. The Contractor shall submit a Safety Plan Compliance Document, in accordance with AC 150/2370-2, "Operational Safety on Airports During Construction," current edition, prior to the notice to proceed. An outline of this form has been included as an attachment to the approved Construction Safety Phasing Plan (CSPP).

SECURITY

002-5.1 GENERAL. The airport is operated under strict security requirements, which prohibit unauthorized persons or vehicles in the AOA. Equipment and personnel will be restricted to the limits of work defined on the plans. Any violations by Contractor personnel will subject the Contractor to penalties imposed by the FAA and the Owner.

002-5.2 ACCESS POINTS. The Contractor shall maintain security integrity between the public and AOA. No vehicle shall enter the AOA except at predetermined access points. Entrance to the airfield is subject to strict security regulations. All personnel entering the airfield must obtain and display the proper security identification badges at all times, which are available through the Airport. All vehicles are subject to inspection upon entering the AOA. All vehicles may be searched each time prior to passing the security checkpoints and may be subject to random searches while operating in the AOA. Due to these requirements, the throughput of vehicles entering the AOA at these check points may be severely reduced, thereby possibly affecting the execution time of some construction activities. The Contractor must account for the possible loss of time associated with these vehicle searches in his/her bid. No additional time or compensation will be permitted for actions resulting from these vehicle searches.

002-5.3 BADGES / VEHICLE PASSES. All employees working in the AOA shall be required to display the appropriate badging as indicated in the CSPP. Contractor personnel shall obtain an airport security badge and other appropriate access media issued by the Airport (paying for appropriate badging fees). A badged person shall not be responsible for more than 5 non-badged personnel at any time. Vehicle passes are not required however; Contractor vehicles must display the contracting company name and be easily identified. Contractor vehicles must remain within the work area and access routes as depicted on the plans.

At project completion, all security badges, temporary badges, and vehicle passes shall be returned to the Owner.

SAFETY

002-6.1 GENERAL. Before entering upon or crossing any runway or taxiway, the Contractor shall receive proper clearance from Airport Operations and/or the ATCT. Emergencies, weather, and operating

conditions may necessitate sudden changes, both in Airport operations and in the operations of the Contractor. Aircraft operations shall always have priority over any and all of the Contractor's operations. Should runways or taxiways be required for the use of aircraft, and should Airport Operations, the ATCT, or the Engineer deem the Contractor to be too close to active runways or taxiways, the Contractor shall suspend his operations, remove his personnel, equipment, and materials to a safe distance, and stand by until the runways and taxiways are no longer required for use by aircraft. There will be no compensation for delays or inefficiencies due to these changes.

Throughout the duration of the project, any practice or situations that the Engineer determines to be unsafe or a hindrance to regular Airport operations shall be immediately rectified.

No construction personnel, equipment or other construction related material shall be permitted closer than 93 feet from the edge of any active taxiway without prior authorization by the Engineer. No construction personnel, equipment, or other construction related material shall be permitted closer than 250 feet from the centerline of any active runway without prior authorization by the Engineer.

002-6.2 HAZARD MARKING. Hazard-marking shall consist of barricades and/or signs to identify and define the limits of construction, making them visible to aircraft, personnel, or vehicles; to identify hazards such as open structures or trenches, small areas under repair, stockpiled material, waste areas, etc.; to prevent aircraft from taxiing onto a closed runway or taxiway; and to identify FAA, Airport, and National Weather Service facilities, cables, power lines, instrument landing system (ILS) critical areas, and other sensitive areas to prevent damage, interference, and facility shutdown. Hazardous areas, in which no part of an aircraft may enter, should be indicated by the use of barricades. The layout of all hazard markings shall be approved by the Engineer prior to the start of construction.

COORDINATION AND CONTROL OF CONSTRUCTION ACTIVITIES

002-7.1 SCHEDULING AND ACCOMPLISHMENT. Any work to be done within the operational area of a taxiway or runway must be done in accordance with the phasing requirements and working restrictions detailed on the plans and CSPP. The Contractor shall notify the Engineer at least 48-hours in advance of requested closure and the Engineer will request closures so that provisions can be made to close the taxiway or runway to aircraft traffic. Such work shall then be prosecuted in the most expeditious manner practicable so that the taxiway or runway can be reopened to aircraft traffic at the earliest possible date and time.

The Contractor shall contact the Engineer each day before he begins work to coordinate the status and nature of work to be done that day. The Contractor shall also report to the Engineer at the end of each day to schedule the work he plans to do on the following day.

The Contractor shall submit a detailed construction schedule to the Engineer prior to beginning construction so the Airport can issue appropriate NOTAMs. The contractor shall provide weekly updates to the detailed construction schedule.

002-7.2 VEHICLE AND PEDESTRIAN CONTROL. Vehicle and access routes for airport construction shall be controlled as necessary to prevent inadvertent or unauthorized entry of persons, vehicles, or wildlife into the AOA.

All vehicles and/or construction equipment operating inside the AOA shall maintain radio contact with the ATCT or be escorted by a vehicle maintaining radio contact with the ATCT. All Contractor personnel operating any vehicles or construction equipment inside the AOA shall have the appropriate badge and observe the proper procedures for communications and the use of radio frequencies. Vehicular traffic crossing active taxiways shall be controlled by two-way radio with the ATCT, or by escort who is in contact with the ATCT, or flaggers. Vehicular traffic crossing active runways shall be controlled by two-way radio with the ATCT or by escort who is in contact with the ATCT. The clearance shall be confirmed by the driver's personal observation that no aircraft is approaching his/her position.

The Contractor will not be permitted to use any access or haul roads other than those designated on the plans or as discussed at the Pre-Construction Meeting. The Contractor should submit specific proposed

ingress and egress routes associated with specific construction activities to the Engineer for evaluation and approval prior to commencing construction activities. Aircraft Rescue Firefighting (ARFF) right-of-way on access roads, haul roads, taxiways, and runways shall not be impeded at any time. All vehicles shall be parked and serviced in the designated staging area as shown on the plans.

002-7.3 CONSTRUCTION AREA MARKING AND LIGHTING. Barricades shall be provided and erected by the Contractor as shown on the Phasing Plans or as directed by the Engineer. All construction areas, including closed runways and taxiways, should be clearly and visibly separated by the Contractor to delineate active air operation areas, hazard areas, facilities, cables, and power lines. The Contractor is responsible for maintaining the condition and visibility of all markers identifying the above mentioned areas, and that marking and lighting aids remain in place. No barricades shall be placed closer to any taxiway or runway than described in paragraph 002-6.1.

All barricades shall be removed from the site upon the completion of the project and become property of the Contractor.

002-7.4 TRENCHES AND EXCAVATIONS. Open trenches or excavations are not permitted within the dimensions provided in paragraph 002-6.1. Open trenches and excavations at the construction site should be prominently marked with barricades.

002-7.5 MATERIAL STOCKPILE AND EQUIPMENT STORAGE. Stockpiling of construction materials and equipment storage is not permitted within 400 feet of an operating runway centerline or 93 feet of an operating taxiway edge. Stockpiled materials and equipment shall be prominently marked with barricades if within the AOA. Stockpiled materials or equipment shall not be stored near NAVAIDs, visual or approach aids, nor shall they obstruct the ATCTs line of sight to any runway, taxiway, or apron. The Engineer shall ensure that stockpiled construction materials and equipment do not cause degraded or hazardous conditions to the safety of airport operations. This includes determining and verifying that stockpiled materials and equipment are stored or parked at an approved location, that they are properly stowed to prevent foreign object debris (FOD), attraction by wildlife, or obstruction of air operations either by their proximity to NAVAIDs or to aircraft movement areas.

002-7.6 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT. Waste and loose materials capable of causing damage to aircraft landing gears or propellers or capable of being ingested in jet engines shall not be left or placed on or near active aircraft movement areas. Materials tracked onto these areas shall be continuously removed during the construction project. It is also required that waste or loose materials that would attract wildlife be carefully controlled and removed on a continuous basis.

A magnet of the type attached to vehicles used at airports shall be attached to the Contractor's vehicles used to patrol and clean the site and haul routes.

Care shall also be taken to remove any waste or loose materials that attract wildlife, such as trash and food scraps.

002-7.7 EQUIPMENT HEIGHT. The contractor shall not be permitted to use equipment with heights greater than 20'. Should taller equipment be required, a FAA form 7460-1 shall be submitted by the contractor. Equipment exceeding 20' will not be permitted until a 7460-1 determination letter is provided to the Engineer.

002-7.8 OTHER. Open flame welding or torch cutting operations are prohibited unless adequate fire and safety precautions are provided and have been approved for use by the Authority Fire Department.

Under no circumstances will flare pots be permitted

No burning of trees, brush, or debris will be permitted on airport property.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

002-8.1 No separate measurement or payment of this item will be made. The cost of Maintenance and Protection of Airfield Traffic as specified in this item shall not be measured or paid for directly, but shall be included in the various contract items.

REFERENCE DOCUMENTS

AC150/5210-5 Painting, Marking, and Lighting of Vehicles on an Airport

AC 150/5370-2 Operational Safety on Airports during Construction

MUTCD Federal Highway Administration for Streets and Highways – 2009 Edition

END OF ITEM MC-002

ITEM MC-003 MOBILIZATION DESCRIPTION

003-1.1 GENERAL. This work shall consist of the preparatory work and operations for the assembling and setting up necessary for the project, such as trailers, shops, on-site batch plants, storage areas, temporary utilities for those areas, moving in of personnel and equipment, incidentals to the project site, and any other facilities, as required by the specifications and special requirements of the contract, as well as by local, state, or Federal law and regulation. This item shall also include the demobilization and restoration of the staging areas to their original conditions and an as-built survey provided to the Engineer.

MATERIALS

003-2.1 GENERAL. The Contractor shall furnish all materials and furnishings required for this item. These materials and furnishings will not be considered as a part of the various items of the completed contract.

Equipment to be used for artificial or temporary lighting (power and wiring) for work during hours of darkness shall be supplied as part of this item. The development of the construction water supply necessary for construction (including meters and any other appurtenances necessary for all water connections) shall be supplied as part of this item.

003-2.2 POSTED NOTICES. Prior to the commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) – DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

003-2.3 PERMITS. The Contractor shall be responsible to obtain all appropriate permits for all field/project offices within this project. These permits may include but are not limited to, electrical, sanitary, potable water, fence, hydrant, and building. This item also includes OSHA required notices and establishment of safety programs.

003-2.4 STAGING AREA. This item includes all items associated with the establishment of the contractor’s staging area including utilities and material lay down area. No separate payment will be made for staging area stabilization and protection necessary to meet OSHA regulatory requirements. The contractor staging area shall be restored to its existing/pre-construction condition at the completion of the project at no additional cost to the Owner.

003-2.5 INCIDENTALS. Items as described in the General Provisions of the contract documents such as shop drawing submittal samples, and project site sign, etc. shall be incidental to the Mobilization pay item.

003-2.6 CONSTRUCTION/ AS-BUILT SURVEYS. The Contractor shall provide the Engineer with an as-built survey at the completion of the project. The survey shall include the final as-built grades of the project as well as all utility locations. All underground utilities and infrastructure are to be surveyed prior to backfilling, identifying both horizontal and vertical locations. Tops of all underground structures are to be located, again providing both horizontal and vertical locations at the center of the structure.

The survey shall provide state plane data in U.S. survey feet as defined by any of the accepted U.S. State Plane Coordinate System definitions. The Contractor shall use NAD83 and NAVD88 for horizontal and vertical Datums respectively on top of all utilities and underground infrastructure as well as at the center of all structures. All of the above information shall be provided to the Engineer in an electronic 3D CAD file in AutoCAD 2013 format on a compact disk (CD).

CONSTRUCTION METHODS

003-3.1 The Contractor shall provide all tools, equipment, materials, labor and work for the construction and furnishings of the required facilities and services. All work under this item shall be performed in a safe and workmanlike manner.

METHOD OF MEASUREMENT

003-4.1 Work performance under this item shall be measured on a per lump sum, acceptably performed.

BASIS OF PAYMENT

003-5.1 Payment will be made at the contract lump sum price bid which shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidentals necessary to mobilize and subsequently demobilize the construction preparatory items.

003-5.2 Payment for this item will be made in 3 installments. The first payment of 25 percent of the amount bid for mobilization but not more than 4 percent of the contract amount, excluding mobilization, will be made on the first estimate following the partial mobilization and initiation of construction work including placement or erection of all Contractor's and Engineer's Offices. The second payment of 50 percent of the amount bid for mobilization but not more than 4 percent of the contract amount, excluding mobilization, will be made on the first estimate following commencement of construction and completion of substantial mobilization. The third payment will consist of the remaining amount. The third and final payment will be made after demobilization has been completed, the site has been cleared to the satisfaction of the Engineer, and the red-lined record drawings, maintenance manuals and as-built surveys on CD have been submitted to the Engineer.

Payment will be made under:

Item MC-003 Mobilization – per lump sum

MATERIALS

161-2.1 Wire.

a. Woven wire (zinc-coated). The woven wire fence shall be 7-bar, 26 inch (66 cm) field fence with top and bottom wires No. 10 gauge, and filler and stay wires No. 12-1/2 gauge. Stay wires shall be spaced 6 inch (150 mm) apart. All wire shall be smooth galvanized steel wire conforming to ASTM A116. All wires shall be twice-dipped and spaced as shown on the plans.

b. Barbed wire (zinc-coated). Zinc-coated barbed wire shall be 2-strand twisted No. 12-1/2 gauge galvanized steel wire with 4-point barbs of No. 14 gauge galvanized steel wire. All wire shall conform to ASTM A121, Type A. The barbs shall be spaced approximately 5 inches (125 mm) apart.

c. Barbed wire (copper-covered). Copper-covered steel barbed wire shall conform to ASTM A121, Type A.

d. Barbed wire (aluminum-coated). Aluminum-coated steel barbed wire shall be 2-strand twisted No. 12-1/2 gauge. The 4-point barbs of No. 14 gauge aluminum-coated steel wire shall be spaced approximately 5 inches (125 mm) apart. The steel wire shall have a tensile strength of between 60,000 and 80,000 pounds per square inch (413 400 and 551 200 kPa) and the aluminum coating shall have a

minimum weight of 0.30 ounces per square foot (0.07 kg/m²) of wire surface on the No. 12-1/2 gauge line wire and 0.25 ounces per square foot (0.06 kg/m²) of wire surface on the No. 14 gauge barbs.

e. Bracing wire (zinc-coated). Wire used for cable bracing shall be No. 9 smooth galvanized soft wire.

161-2.2 Fence posts, gates, rails, braces, and accessories. These items, when specified, shall conform to the requirements of Federal Specification RR-F-191 and shall be zinc-coated.

161-2.3 Concrete. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2500 psi.

CONSTRUCTION METHODS

161-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the Engineer. Before starting work or at the request of the Contractor, the Engineer shall establish and mark the property line or fence line. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences whenever required by the Engineer. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail. When directed, the Contractor shall stake down the woven wire fence at several points between posts.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

161-3.2 Clearing fence line. The site of the fence shall be sufficiently cleared of obstructions, and surface irregularities. The fence line shall be graded so that the fence will conform to the general contour of the ground. The fence line shall be cleared to a minimum width of 5 feet (1.5 m) on each side of the centerline of the fence. This clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the Engineer, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The work shall include the handling and disposal of all material cleared, excavated or removed, regardless of the type, character, composition, or condition of such material encountered.

161-3.3 Installing posts. All posts shall be spaced as shown on the plans. Corner, brace, anchor, end, and gate posts shall be set in concrete as shown on the plans. The top of the concrete shall be slightly above the ground surface, trowel finished, and sloped to drain. Post holes of full depth and size for the concrete shall be provided. All line posts may be either driven or set in dug holes to a depth of 3 feet (1 m). All

post setting shall be done carefully and to true alignment. Dirt removed for placing posts, anchor bars, flanges, etc., shall be replaced, tamped, and leveled. When posts are driven, care shall be exercised to prevent marring or buckling of the posts. Damaged posts shall be replaced at the Contractor's expense. No extra compensation will be made for rock excavation.

161-3.4 Bracing. All corner, anchor, end, and gate posts shall be braced as shown on the plans. Anchor posts shall be set at approximately 500 feet (150 meters) intervals and braced to the adjacent posts.

161-3.5 Installing wire. All barbed wire and woven wire shall be placed on the side of the post away from the airport, or as directed by the Engineer, at the height indicated on the plans. The woven wire shall be carefully stretched and hung without sag and with true alignment. Care shall be taken not to stretch the wire so tightly that it will break in cold weather or pull up corner and brace posts. All horizontal wires shall be fastened securely to each post by fasteners or clips designed for use with the posts furnished. The woven wire shall be wrapped around end, corner, and gate posts, and the ends of all horizontal wires shall be tied with snug, tight twists. The wire shall be secured to prevent slipping up and down the post. Barbed wire strands shall be stretched and each strand secured to each post to prevent slipping out of line or becoming loose. At end, corner, and gate posts the barbed wire shall be securely wrapped and anchored once about the post from outside and secured against slipping by tying the ends with snug, tight twists. However, on spans of less than 100 feet (30 m) both ends of the span need not be wrapped around the posts. The bottom wire of the woven wire fence shall clear the ground by not more than 4 inches (100 mm) or less than one inch (25 mm) at any place.

161-3.6 Splicing wire. Splices in barbed and woven wire will be permitted if made with an approved galvanized bolt-clamp splice or a wire splice made as follows: The ends of each wire shall be carried 3 inches (75 mm) past the splice tool and wrapped around the other wire for at least six turns in opposite directions. After the tool is removed, the space occupied by it shall be closed by pulling the ends together. The unused ends of the wire shall be cut close to make a neat, workmanlike job.

161-3.7 Installing gates. The gates shall be hung on gate fittings as shown on the plans. They shall be attached in such a manner that the gate cannot be lifted off the hinges. Gates shall be erected to swing in the direction indicated and shall be provided with gate stops, as specified or as shown on the plans. Gates shall be erected at locations shown on the plans.

161-3.8 Existing fence connections. Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner or anchor post shall be set at the junction and braced and anchored the same as herein described for corner posts.

If the connection is made at other than the corner of the new fence, the last span of the old fence shall contain a brace span.

161-3.9 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

161-4.1 Fences, Class C (Steel Posts), or Class D (Steel Posts), shall be measured in place from outside to outside of end posts or corner posts and shall be the length of fence actually constructed, except for the space occupied by the gates.

161-4.2 Vehicle gates and pedestrian gates shall be measured in units for each gate installed and accepted.

BASIS OF PAYMENT

161-5.1 Payment shall be made at the contract unit price per linear foot (meter) for Class C or Class D wire fence. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

161-5.2 Payment will be made at the contract unit price per each for vehicle or for pedestrian gates. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

- Item F-161-5.1a Fence, Class C - per linear foot (m)
- Item F-161-5.1b Fence, Class D - per linear foot (m)
- Item F-161-5.2a Vehicle Gates - per each
- Item F-161-5.2b Pedestrian Gates - per each

MATERIAL REQUIREMENTS

- ASTM A116 Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric
- ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
- FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment
- FED SPEC RR-F-191/Gen Fence, Wire, and Post Metal (and Gates, Chain-link Fence Fabric, and Accessories) (General Specification)

Work areas



Area 1, 2, 3, 4, 6, 7 – Straighten or replace fence poles that are 3” out of plumb. Remove top of fence tension wire, remove fence post caps and install appropriate barb wire outriggers on the fence posts, install top of fence tension wire. Install three strands barbed wire to outriggers; Contractor will be responsible for notifications to abutting property owners. All work is anticipated to take place on the public side of the airport. Existing fence areas are assumed to be on the property line.

Area 5 - Straighten or replace fence poles that are 3” out of plumb. Remove top of fence tension wire, remove fence post caps and install appropriate barb wire outriggers on the fence posts, install top of fence tension wire. Install three strands barbed wire to outriggers.

Install 8’ high new fence fabric with, barbed wire outriggers, top of fence tension wire, three strands of barbed wire between the area of Geutner Avenue and Ford Avenue using new fence poles installed next to existing 6’ fence poles. . Remove and reuse no trespassing signs.

At no point in time may any section of fence be removed without providing the owner with 24 hours advance notice and a badged individual must continuously monitor the area until the fence fabric is secured protecting the airport.

END OF TECHNICAL SPECIFICATIONS

NOTICE OF AWARD

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT FOR: **Security Fence Upgrade project, Erie International Airport**

(Name of Successful Bidder)

You are notified that your Bid dated _____, 2018 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the Erie Regional Airport Authority’s Security Fence Upgrade, Erie International Airport, Tom Ridge Field, Erie, PA. All terms, conditions, specifications and prices shall be in accordance with the Erie Regional Airport Authority’s Contract Documents, and all Addenda (if issued), and the apparent low bidder’s bid opened and publicly read on _____.

The Contract Price of your contract shall be:

_____ Dollars (\$_____
Written Figures

One original of the Contract accompanies this Notice of Award.

You must comply with the following conditions precedent within seven (7) calendar days of the date of this Notice of Award, which is by _____, 2018. You must deliver to the Erie Regional Airport Authority, c/o George Doughty, Executive Director:

- 1.0 One fully executed counterpart of the Contract;**
- 2.0 The Contract Security (separate 100 % Payment and Performance Bonds);**
- and**
- 3.0 Insurance Certificate(s) as specified by the Contract Documents.**

Failure to comply with these conditions within the time specified will entitle the Erie Regional Airport Authority to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten (10) calendar days after you comply with these conditions, the Erie Regional Airport Authority will return to you one fully signed counterpart of the Contract and issue a Notice to Proceed and return your bid bond security.

Erie Regional Airport Authority

By:

(Authorized Representative)

(Name/Title)

NOTICE TO PROCEED

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CONTRACT FOR: **Security Fence Upgrade, Erie International Airport**

(Name of Contractor)

You are notified that you are to start performing your obligations under the Contract Documents. In accordance with the Contract, the date of completion shall be not later than **forty-five (45) calendar days thereafter**.

Before you may start any Work at the site the Instructions to Bidders provide that you must deliver to the Erie Regional Airport Authority:

- 9. Certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
- 10. A Payment Bond in the amount of 100% of the contract price.
- 11. A Performance Bond in the amount of 100% of the contract price.

Erie Regional Airport Authority

By:

(Authorized Representative)

(Name/Title)