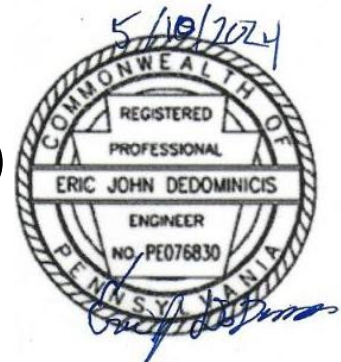


INVITATION TO BID  
FOR  
**REMOVE OBSTRUCTIONS, PHASE V**  
**Package 3**  
**Bid Submission**

**Project No. 2014-020**



At

**CAPITAL CITY AIRPORT**

**MAY 2024**

SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY  
HARRISBURG INTERNATIONAL AIRPORT  
One Terminal Drive, Suite 300, Middletown, PA 17057  
Phone: (717) 948-3900  
Fax: (717) 948-3516

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**Susquehanna Area Regional Airport Authority  
Contract No 2014-020  
CAPITAL CITY AIRPORT  
REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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**PUBLIC NOTICE - NOTICE FOR INVITATION TO BID**

Susquehanna Area Regional Airport Authority (SARAA) shall receive bids via PennBid for the bidding of CAPITAL CITY AIRPORT REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3 until **2:00 PM, Monday, July 1, 2024**, at which time they will be opened online and publicly posted via PennBid.

All documents and solicitation details are available at no cost on PennBid – [www.PennBid.net](http://www.PennBid.net)

The work site is located at the Capital City Airport in New Cumberland, Pennsylvania. Contractor shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Scope of work includes tree trimming and tree clearing of obstructions off the approach end of Runway 8. The obstructions to be cleared are primarily off-airport on private lands where the airport holds avigation easements. Obstructions to be addressed include penetrations to the RW 8 Final Approach Surface (Section 10-2, TERPS Order 8260.3D). The obstruction removal work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

The work generally involves mobilization of equipment, tree trimming, tree clearing, stump grinding, clearing, site restoration including topsoil, seeding, and mulching, erosion and sediment control, landscaping/ tree replacement, providing professional survey documentation, and providing a Tree Top Elevation Verification by Aerial Photogrammetry Method.

Bidders are to **schedule a Site Visit** with SARAA's Engineering Office by following the instructions to bidders.

Bidders are advised that a virtual **Pre-Bid Meeting** will be held **Wednesday, May 22, 2024 at 10:00 A.M.** Link will be provided on PennBid. Any questions or interpretations of the documents must be submitted in writing via PennBid following the instructions to bidders.

Each bid submitted must be accompanied by a **Bid Security in the amount of ten percent (10%)** of the total bid in accordance with the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof unless award is delayed due to the required approval of another government agency, the sale of bonds, or the award of grant(s); in which case, bids shall be irrevocable for one hundred twenty (120) calendar days in compliance with Act 317 of 1978 approved November 26, 1978.

The successful Bidder will be required to furnish a Performance Surety Bond and a Payment Bond each in the full amount of the Contract Price.

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to reject all nonconforming, non-responsive or conditional Bids, in the Owner's sole discretion.

**OWNER:**  
**Susquehanna Area Regional Airport Authority**  
**One Terminal Drive, Suite 300**  
**Middletown, PA 17057**

Susquehanna Area Regional Airport Authority  
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CAPITAL CITY AIRPORT  
REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3

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**INSTRUCTIONS TO BIDDERS**

**1. PROJECT IDENTIFICATION**

- a) **PROJECT TITLE**  
Capital City Airport  
Remove Obstructions, Phase V Package 3  
Contract No. 2014-020
- b) **OWNER (SARAA)**  
Susquehanna Area Regional Airport Authority  
Harrisburg International Airport  
One Terminal Drive, Suite 300  
Middletown, PA 17057
- c) **PROJECT LOCATION**  
Capital City Airport  
New Cumberland, PA 17070

**2. DEFINED TERMS**

Terms used in these Instructions to Bidders, which are defined in the General Conditions of these Contract Documents. The term "Successful Bidder" means the qualified, responsible Bidder to whom SARAA (on the basis of SARAA's evaluation as hereinafter provided) makes an award.

**3. DOCUMENTS**

- 3.1 Complete sets of Contract Documents may be obtained and examined as stated in the Notice for Invitation to Bid.
- 3.2 Complete sets of Contract Documents shall be used in preparing Bids. SARAA does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 3.3 Each BID must be submitted online via the PennBid program at [www.PennBid.net](http://www.PennBid.net)

**4. EXPERIENCE OF BIDDERS**

The Bidder Experience Form and Qualifications shall be submitted as part of the Bid in order to be considered responsive. Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to award of the Contract. SARAA reserves the right to review bidder's financial condition in accordance with Paragraph 17.5.

**5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 5.1 Before submitting a Bid, each Bidder must:
  - (a) Examine the Contract Documents thoroughly;
  - (b) Visit the site to familiarize themselves with local existing conditions that may in any manner affect cost, progress or performance of the work. Site visit should be coordinated through SARAA; Louis Pirozzi, 717-580-8576 or Jamie Sides, 717-525-1171. This

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requirement is for Prime Bidders and does not apply to subcontractors.

- (c) Familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
  - (d) Study and carefully correlate Bidder's observations with the Contract Documents.
- 5.2** On request **SARAA** will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- 5.3** The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Supplementary Conditions, General Conditions, and/or on the Drawings.
- 5.4** Prior to the date set for submission of bids, Bidders shall promptly notify **SARAA** through the PennBid.net "Clarification" process, of any ambiguity, inconsistency or error which they may discover upon examination of the Contract Documents, or of the site and local conditions. If the Bidder is awarded the Contract for Construction, notwithstanding any provision of the Contract Documents to the contrary, the Bidder shall not be entitled to any increase in the contract sum, or contract time, on account of any ambiguity, inconsistency or error reasonably discoverable upon examination of the Contract Documents, or of the site and local conditions, unless the pre-proposal notice required by this paragraph was given.
- 5.5** The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 5 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. **SARAA** will make no allowance or concession for a Bidder's failure to adhere to any of the requirements set forth herein.

**6. INTERPRETATIONS**

Bidders requiring an interpretation of the Contract Documents, including Addenda, shall contact the Engineer via PennBid. Alterations of the Contract Documents during bidding will be addressed by Addenda, uploaded within PennBid, and an email notification sent to each prospective Bidder. Bidders are required to acknowledge receipt of all Addenda in the space provided in the online Proposal Form. Questions through PennBid will be accepted until 5:00 p.m. on **Thursday, June 20, 2024**. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contact information for Engineer is listed below:

Urban Engineers, Inc  
Eric J DeDominicis, P.E.  
Project Manager, Aviation  
ejdedominicis@urbanengineers.com  
Phone: (443) 780-0030

**7. CONTRACT TIME**

The work, or each identified segment thereof, shall be substantially completed within the time period set forth in Attachment A to Article 3 of the Agreement

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**8. LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the Agreement as outlined in the Contract Documents. Refer to Agreement Article 3 for details.

**9. NOT USED**

**10. SUBCONTRACTORS**

**10.1** At the time of bid submission, bidders shall submit to **SARAA** a list of all Subcontractors, Major Material and Equipment Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for use under this contract. Upon request by **SARAA**, the bidder shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for any and/or all Subcontractors, Major Material Suppliers, persons, and organizations. If **SARAA**, after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, **SARAA** may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom **SARAA** does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to **SARAA**.

**10.2** By listing a Subcontractor, the Bidder represents and covenants that the Subcontractor will be authorized to do business in the jurisdiction of the Project, and will have all required licenses and/or permits to perform the work required of it, prior to the award of the Contract by **SARAA**.

**10.3** No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

**10.4** The successful bidder shall submit a final list of Subcontractors in accordance with paragraph 6.8 of the General Conditions when the subcontracts are in effect.

**11. BID FORM**

**11.1** The Bid Form is online at PennBid.net.

**11.2** Bid Form must be completed online at PennBid.net and in the Bid Proposal Documents. Discrepancies between the online bid form and the uploaded bid form in Bid Proposal Documents will be resolved in accordance with paragraph 17 below.

**11.3** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

**11.4** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**11.5** All names must be typed or printed below the signature.



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11.6 The Bids shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

**12. DISQUALIFICATION**

12.1 Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if the Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

12.2 SARAA reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy SARAA that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

12.3 Bids shall be considered irregular for the following reasons:

(a) If the bid is on a form other than that furnished by SARAA, or, if SARAA's form is altered, or, if any part of the Bid Form is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by SARAA.

12.4 SARAA may, in its sole discretion, but is not required to, waive any nonmaterial irregularity and make an award as if the irregularity does not exist.

12.5 SARAA may, but is not required to, reject any irregular Bid as being non-responsive.

**13. SUBMISSION OF BIDS**

13.1 Bids shall be submitted online via the PennBid program ([www.PennBid.net](http://www.PennBid.net)) marked with the project title and name and address of the Bidder and accompanied by the Proposal (Bid) Security and other required documents.

13.2 Bid Security shall be made payable to SARAA, in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety that is licensed to do business in the Commonwealth of Pennsylvania, included on the approved list of sureties issued by the United States Department of Treasury, and with a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A-.

13.3 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within twenty (20) days of the Notice of Intent to Award, SARAA may annul the Notice of Intent to Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom SARAA believes to have a reasonable chance of receiving the award may be retained by SARAA until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty first (61<sup>st</sup>) day after the Bid opening. Bid

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Security of other Bidders will be returned within seven (7) days of the Bid Award.

- 13.4 No later than 24 hours after the bid opening**, all Bidders shall submit to SARAA a completed Form **HIADBE-1** required by the DBE Participation Plan. **Failure to submit a completed HIADBE-1** Form and any other DBE Participation Plan **shall result in the rejection of the bid as nonresponsive**.

**14. MODIFICATION AND WITHDRAWAL OF BIDS**

**14.1** Bids may be modified online up to the time of Bid opening.

**14.2** Bids may be withdrawn online up to the time of Bid opening

**14.3** Bids may be withdrawn through the PennBid website at any time prior to the bid opening deadline. Once the bid opening deadline has passed bids can only be withdrawn with the consent of the Owner. The time period to withdraw the electronic bid pursuant to 62 Pa. C.S. Section 4604© shall be 48 hours. Bidder shall file a duly signed written notice with SARAA and promptly thereafter demonstrates that there was a material and substantial mistake in the preparation of his Bid without forfeiting its bid security if the bid was submitted in good faith, and the bidder submits credible evidence that the reason for the mistake in price was a clerical mistake as opposed to a judgment mistake, and was actually due to an intentional and substantial arithmetical error, or an unintentional omission of a substantial quantity off work, labor, material or services made directly in the compilation of the bid. Notice of a claim of the right to withdraw must be submitted in writing to the contracting body within two business days of the bid opening, and the withdrawal of the bid may not result in the awarding of the contract on another bid of the same bidder, or to any other person or entity in or with who the bidder has a substantial interest. No bidder who is permitted to withdraw its bid shall supply material to, or perform any work as, a subcontractor or supplier on the project for which the bid was withdrawn, without the written approval of the contracting body. If a bid is permitted to be withdrawn, and the contracting body rejects all bids and resubmits the project for rebidding, the withdrawing bidder shall not be permitted to resubmit a bid for the Project.

**15. OPENING OF BIDS**

**15.1** Bid will be opened as stated in the Notice for Invitation to Bid and Instruction to Bidders (as applicable).

**15.2 NOT USED**

**16. BIDS TO REMAIN OPEN**

All Bids shall remain open for Sixty (60) calendar days after the day of the Bid opening, but SARAA may, in their sole discretion, release any Bid and return the Bid Security prior to that date. If award of the contract is delayed due to the required approval of another government agency, the sale of bonds, or the award of grant or grants; in which case, bids shall be irrevocable for one hundred twenty (120) calendar days in compliance with Act 317 of 1978 approved November 26, 1978.

**17. AWARD OF CONTRACT**

**17.1** SARAA reserves the right to reject all Bids, for any reason, or no reason at all; to waive any and all informalities; and/or defects consistent with Paragraph 12; and to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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- 17.2 In evaluating Bids, SARAA shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms.
- 17.3 SARAA shall have the right to reject any and all Add Alternates or to accept Add Alternates in any order or combination that SARAA believes best furthers its interest. The Contract Time shall not be increased on account of the acceptance of any one or combination of Add Alternates, accept as noted here and before.
- 17.4 SARAA may consider the qualifications and experience of Contractors and Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment).
- 17.5 SARAA may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to SARAA's satisfaction within the prescribed time. Any additional information requested by SARAA to assist in the evaluation of the Bids shall be provided by the Bidder as requested. Failure of the Bidder to comply and provide the information requested by SARAA may result in the subject Bidder being considered non-responsible. Request for additional information pursuant to this paragraph shall not be construed as a waiver of any defect in the bid.
- 17.6 SARAA reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to SARAA's satisfaction, including not meeting experience and qualification requirements.
- 17.7 If the contract is to be awarded, it will be awarded to the most qualified, responsible Bidder, as determined by SARAA in its sole discretion.
- 17.7.1 SARAA intends to award the contract to the lowest responsive and responsible Bidder.
- 17.7.2 SARAA will tabulate all bids, then evaluate and determine the successful Bidder.
- 17.8 If the contract is to be awarded, SARAA will give the Successful Bidder a Notice of Intent to Award within a time period consistent with Paragraph 16.
- 17.9 SARAA reserves the right to consider the extent to which the base bid amount of a bid varies from the Engineer's estimate in evaluating a bidders's responsibility, responsiveness and ability to perform the work for the amount set forth in the base bid.
- 18. WAIVER OF LIEN AND PERFORMANCE AND OTHER BONDS**
- 18.1 The successful Bidder awarded the Agreement for the Project shall execute and record with the County's Prothonotary's Office where the work is being performed, the Waiver of Liens form contained in this Invitation to Bid. A copy of the recorded Waiver of Liens must be submitted to SARAA within the time period required.
- 18.2 The Bid, Payment and Performance Bonds required by this section shall be issued by a surety that is licensed to do business in the Commonwealth of Pennsylvania, included on the approved list of sureties issued by the United States Department of Treasury, and with a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A-.

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**19. SIGNING OF AGREEMENT**

When SARAA gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Within twenty (20) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to SARAA with all Contract Documents attached. Within twenty (20) days thereafter SARAA will deliver all fully signed counterparts to Contractor.

**20. SPECIAL LEGAL REQUIREMENTS**

Where indicated, this Contract may be subject to the written approval of the Federal Aviation Administration, and/or the Commissioner of Pennsylvania Department of Transportation and will not be binding until so approved.

**21. SALES TAX**

**CONTRACTOR** shall pay all sales, consumer, use and similar taxes required to be paid by **ONTRACTOR** in accordance with Laws and Regulations of the places of the project, which are applicable during the performance of the work.

**22. LAWS AND REGULATIONS**

All applicable federal, state and local laws, ordinances, regulations, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout, whether or not specifically cited in any of the Contract Documents, and will be deemed to be included in the Contract, the same as though herein written out in full.

Airport security requirements must be strictly adhered to. SARAA may be fined for security breaches by authorities having jurisdiction over the Project. Contractors and/or their employees or subcontractors shall be held responsible for any fines assessed against SARAA as a result of a breach in security. Fines shall be assessed against the responsible party and/or parties to the extent of their responsibility, as determined in the sole discretion of SARAA.

**23. COORDINATION WITH OTHERS**

The Contractor, in carrying out his work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or operations at the Harrisburg International Airport unless otherwise indicated in the General/Supplemental Conditions or Technical Specifications.

The contractor shall be required to attend a daily pre-work meeting prior to conducting work activities in the aircraft operations areas.

**24. MINIMUM WAGES, FRINGE BENEFITS AND NON-DISCRIMINATION IN EMPLOYMENT**

The minimum wages paid, the fringe benefits provided and non-discrimination practices of the Contractor and his Sub-Contractors shall comply with Article SC-16.6.1 and Article SC-16.6.2 of the Supplementary Conditions.

**25. NON-COLLUSIVE BIDDING CERTIFICATE**

All contractors proposing under the provisions of the specification are subject to provisions of the Pennsylvania Antbid-rigging Act, 73 P.S. 1611 et seq. A signed non-collusive affidavit is required to be

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submitted with each bid in the form specified with the bid documents.

**26. SAFETY**

All Bidders shall be fully aware of federal, state, or local laws and regulations pertaining to construction site safety and perform work in full accordance therewith.

**27. ESCALATION OF COST**

The Contractor shall not be entitled to extra reimbursement due to escalation of cost. The Contractor shall not be entitled to any extra reimbursement or payment of any kind due to escalation of cost of labor, materials or equipment. All such costs, including any escalation, are presumed to be factored in the Contractor's bid.

**28. UNIT PRICES**

Unit price will be provided where called for in the Bid Form.

**29. NOT USED**

**30. NOT USED**

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**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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**BIDDER FORM**

a) **PROJECT IDENTIFICATION:**

**Capital City Airport**  
**Remove Obstructions, Phase V, Package 3**  
**Project No. 2014-020**

b) **THIS PROPOSAL IS SUBMITTED TO:**

Susquehanna Area Regional Airport Authority  
Harrisburg International Airport  
Engineering Office  
One Terminal Drive, Suite 300  
Middletown, Pennsylvania 17057

c) **TIME OF COMPLETION:**

The work, or each identified segment thereof, shall be substantially completed within the time period set forth in Attachment A to Article 3 of the Agreement.

The undersigned **BIDDER** proposes and agrees, if this BID is accepted, to enter into an Agreement with **OWNER** in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid within the Contract Time and in accordance with the Contract Documents.

**BIDDER** accepts all of the Terms and Conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open Sixty (60) calendar days after the day of Bid opening. If award of the contract is delayed due to the required approval of another government agency, the sale of bonds, or the award of grant or grants; in which case, bids shall be irrevocable for one hundred twenty (120) calendar days in compliance with Act 317 of 1978 approved November 26, 1978. **BIDDER** will sign the Agreement and submit the Bid Security and other documents required by the Contract Documents within twenty (20) days after the date of SARAA's Notice of Intent to Award.

In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:

- (a) **BIDDER** has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as **BIDDER** deems necessary;
- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham bid; **BIDDER** has not solicited or induced any person, firm or a corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for himself any advantage over any other **BIDDER** or over **OWNER**;
- (c) **BIDDER** has read, understands and fully accepts all the terms and conditions of the Contract Documents, and its Bid is made in strict and full accordance with them.
- (d) **BIDDER** further understands and agrees that he is to furnish and provide for all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the project in

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accordance with the Contract Documents and to accept in full compensation therefore the amount of the total cost as stated in the Bid.

- (e) **BIDDER** further agrees that if at any time during the progress of work, **SARAA** adds, alters or omits portions of the work, **BIDDER** shall so perform such work and accept as compensation a lump sum price mutually agreed to prior to the start of the additional work.
- (f) **BIDDER** acknowledges that receipt of the following addenda: (If none, so state and affix signature).

<u>Addendum</u>	<u>Date</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and have included these requirements in the Bid.

- (g) **BIDDER** shall provide name, responsibility and % of Bid Value for all proposed Subcontractors (List Below, provide additional sheets if required):

<u>Proposed Subcontractor</u>	<u>Project Responsibility</u>	<u>% of Bid Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (h) **BIDDER** will complete all the Work for the Total Amount Shown in the Cost Proposal:

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<b><u>SUMMARY OF WORK – BID TABULATION – BASE BID - COST PROPOSAL</u></b>						
<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
X	X-XXX-X.X	<u>SAMPLE</u>  <b>ZERO DOLLARS</b> <u>UNIT COST (WRITTEN IN WORDS)</u>	XX	X	\$0.00  <u>(WRITTEN IN NUMERALS)</u>	\$0.00  <u>(WRITTEN IN NUMERALS)</u>
1	C-105-4.1	<u>MOBILIZATION</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	1	LS	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
2	C-102-7.1	<u>TIMBER MATS</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	4800	SF	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
3	C-102-7.2	<u>COMPOST FILTER SOCK (CFS), 12" DIAMETER</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	1100	LF	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>



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<b><u>SUMMARY OF WORK – BID TABULATION – BASE BID - COST PROPOSAL</u></b>						
<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
4	X-1700-4.2	<u>RECORD SITE SURVEY</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	1	LS	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
5	X-1700-4.3	<u>TREE TOP ELEVATION VERIFICATION BY AERIAL PHOTOGRAMMETRY METHOD</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	1	LS	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
6	X-0105-4.2	<u>STREET CLEANING</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	1	LS	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
7	P-160-4.1	<u>TREE CANOPY TRIMMING</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	0.5	AC	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>

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<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
8	P-151-4.1	<u>HAUL ROUTE CLEARING</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	2390	SY	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
9	P-151-4.2	<u>TREE CANOPY CLEARING</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	4.6	AC	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
10	P-151-4.3	<u>TREE CANOPY – FELL TREES ONLY</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	9.9	AC	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
11	X-9808.1	<u>EASTERN REDBUD (2" CALIPER 5'-6' HT B&amp;B)</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	40	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>

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<b><u>SUMMARY OF WORK – BID TABULATION – BASE BID - COST PROPOSAL</u></b>						
<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
12	X-9808.2	<u>WHITE FRINGETREE (2" CALIPER 5'-6' HT B&amp;B)</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	40	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
13	X-9808.3	<u>EMERALD GREEN ARBORVITAE (5'-6' HT B&amp;B)</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	40	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
14	X-9808.4	<u>OKAME CHERRY (2" CALIPER)</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	40	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
15	X-9808.5	<u>KWANZA CHERRY (2" CALIPER)</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	40	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>

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<b><u>SUMMARY OF WORK – BID TABULATION – BASE BID - COST PROPOSAL</u></b>						
<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
16	P-151.4.4	<u>STUMP GRINDING (6 INCH DEPTH), &lt;12" DIAM</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	30	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
17	P-151.4.5	<u>STUMP GRINDING (6 INCH DEPTH), 12" TO &lt;24" DIAM</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	62	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
18	P-151.4.6	<u>STUMP GRINDING (6 INCH DEPTH), 24" TO &lt;36" DIAM</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	30	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>
19	P-151.4.7	<u>STUMP GRINDING (6 INCH DEPTH), 36" TO &lt;48" DIAM</u>  <u>UNIT COST (WRITTEN IN WORDS)</u>	5	EA	\$  <u>(WRITTEN IN NUMERALS)</u>	\$  <u>(WRITTEN IN NUMERALS)</u>

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<b><u>SUMMARY OF WORK – BID TABULATION – BASE BID - COST PROPOSAL</u></b>						
<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
20	P-151.4.8	<u>STUMP GRINDING (6 INCH DEPTH), 48" DIAM OR GREATER</u>	6	EA	\$	\$
		<u>UNIT COST (WRITTEN IN WORDS)</u>			<u>(WRITTEN IN NUMERALS)</u>	<u>(WRITTEN IN NUMERALS)</u>
21	T-901-5.1	<u>SEEDING</u>	14000	SY	\$	\$
		<u>UNIT COST (WRITTEN IN WORDS)</u>			<u>(WRITTEN IN NUMERALS)</u>	<u>(WRITTEN IN NUMERALS)</u>
22	T-905-5.1	<u>TOPSOIL (FURNISHED FROM OFF SITE)</u>	50	CY	\$	\$
		<u>UNIT COST (WRITTEN IN WORDS)</u>			<u>(WRITTEN IN NUMERALS)</u>	<u>(WRITTEN IN NUMERALS)</u>
23	T-908-5.1	<u>MULCHING</u>	14000	SY	\$	\$
		<u>UNIT COST (WRITTEN IN WORDS)</u>			<u>(WRITTEN IN NUMERALS)</u>	<u>(WRITTEN IN NUMERALS)</u>

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TOTAL BASE BID COST (SUM OF TOTAL COST OF ITEM NO.'S 1-23):

Dollars (\$ \_\_\_\_\_ )

*WORDS* \_\_\_\_\_ *NUMERALS*

<b><u>SUMMARY OF WORK – BID TABULATION – BID DEDUCT - COST PROPOSAL</u></b>						
<u>ITEM NO.</u>	<u>PAY ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u> \$	<u>TOTAL COST</u> \$
10A	P-151-4.3	<u>TREE CANOPY – FELL TREES ONLY</u>	####	AC	\$	\$
		<u>UNIT COST (WRITTEN IN WORDS)</u>			<u>(WRITTEN IN NUMERALS)</u>	<u>(WRITTEN IN NUMERALS)</u>

TOTAL BID DEDUCT COST (SUM OF TOTAL COST OF ITEM NO. 10A):

Dollars (\$ \_\_\_\_\_ )

*WORDS* \_\_\_\_\_ *NUMERALS*

(i) **NOT USED**

(j) **UNIT PRICES**

Unit Prices, if presented within the Contract Documents, will only be used to increase or decrease the total Contract Price as the volume of the work is increased or decreased by means of these components. Unit prices shall include labor, material, material waste, equipment usage, testing, general overhead, and profit.

(k) **BIDDER** agrees that the Work will be substantially completed within the number of Calendar Days indicated in the Agreement.

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- (l) **BIDDER** accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
- (m) The terms used in the Bid are defined in the General Conditions of the Contract Documents and have the meanings assigned to them in the General Conditions.
- (n) The following Proposal Documents and Bid Forms are attached to and made a part of the Bid:
  - a. Bidder Form
  - b. Bid Bond
  - c. Certified Copy of Resolution of Board of Directors
  - d. Non-Collusion Affidavit of Prime Bidder
  - e. Bidder's Experience and References
  - f. Federal Language Contract Certificate
  - g. Buy American Preference Form
  - h. Certificate of Buy American Compliance for Manufactured Product
  - i. Certificate of Offerer/Bidder Regarding Debarment
  - j. Certificate Regarding Lobbying
  - k. Trade Restriction Certification
  - l. Certificate of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions
  - m. Contractor/Subcontractor/DBE Utilization Form
  - n. Consent of Surety
  - o. HIA DBE-1 Form
  - p. Bid Submission Checklist

\_\_\_\_\_  
Legal Name of Person, Partnership or Corporation

\_\_\_\_\_  
TIN or SSN Number

Date: \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
DUNS Number

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Address \_\_\_\_\_  
Street City, State, Zip Code

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**ACKNOWLEDGEMENT BY BIDDER:**

**If Individual or Partnership:**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to be known and known to me to be the same person(s) described in and who  
executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

Qualified in \_\_\_\_\_

My Commission expires \_\_\_\_\_



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**If Corporation:**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_

\_\_\_\_\_ that he is the (give title) \_\_\_\_\_ of the (name of Corporation), \_\_\_\_\_ the Corporation

described in and which executed the above instrument; that he knows the seal of the Corporation; that the seal affixed by order of the Board of Directors of the Corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

Qualified in \_\_\_\_\_

My Commission expires \_\_\_\_\_

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ a corporation organized and

existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the Susquehanna Area Regional Airport Authority, Dauphin County, Pennsylvania, as Obligee, in the full and just sum of

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

WHEREAS, the said Principal is herewith submitting its Bid Proposal for the construction of **Contract No. 2014-020 Remove Obstructions, Phase V Package 3** at Capital City Airport in New Cumberland, Pennsylvania.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be given Notice of Intent to be awarded the Contract, the said Principal will, within the time required, give good and sufficient Bonds to secure the performance of the Terms and Conditions of the Contract and enter into an Agreement, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the full amount of the Bid Security.

Signed, Sealed and Delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest

**PRINCIPAL**

\_\_\_\_\_/s/  
Secretary

By: \_\_\_\_\_/s/  
President/Owner

(SEAL)

**SURETY**

\_\_\_\_\_/s/  
Witness

By: \_\_\_\_\_/s/  
Attorney-in-Fact

(SEAL)

NOTES:

Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the bond.

Surety companies executing bonds must appear on the U.S. Department of the Treasury most current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting limitation listed in the most recent Circular 570.

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**CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS OF**

---

(NAME OF CONTRACTOR)

**"RESOLVED** that \_\_\_\_\_,  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_ be authorized to sign and submit the Proposal  
(NAME OF CORPORATION)

of this corporation for the following Project: Remove Obstructions, Phase V, Package 3

and to include in such proposal the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Proposer shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

---

(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the \_\_\_\_\_

day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**(SEAL)**

**The above form must be completed if the Bidder is a Corporation.**

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**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative, or Agent ) of

\_\_\_\_\_, the Bidder has submitted the  
attached Bid or Bids;

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham Bid;

Neither the said bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead. Profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against SARAA or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and SARAA, which the Bidder will be required to perform.

I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of Firm)

representations are material and important and will be relied on by SARAA in awarding the contract(s) 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 SARAA 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

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**BIDDER'S EXPERIENCE**

All questions must be answered and the data given must be clear and comprehensive. This statement must be Notarized. If necessary, questions may be answered on separate attached sheets on company letterhead. The Bidder may submit any additional information he desires regarding Bidder's experience.

- (1) Name of Bidder: \_\_\_\_\_
- (2) Permanent Main office address: \_\_\_\_\_  
\_\_\_\_\_
- (3) When organized: \_\_\_\_\_
- (4) If a corporation, where incorporated: \_\_\_\_\_
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_  
\_\_\_\_\_
- (6) Contracts on hand (schedule of these showing amount of each contract and the appropriate anticipated dates of Completion) (or attach):  
\_\_\_\_\_
- (7) General character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
- (9) Have you ever defaulted on a contract? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
- Have you ever had a determination made by a public owner that you were not a responsible contractor? If yes, Please identify the public owner and explain the circumstances. \_\_\_\_\_  
\_\_\_\_\_
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed (or attach):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (11) List the major equipment available for this contract (or attach):  
\_\_\_\_\_  
\_\_\_\_\_

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- (12) Experience in runway obstruction removal and/or tree removal/ trimming work similar to this project, five (5) projects including location, name, Owner, date completed, and contract amount in past 10 years:

a.

b.

c.

d.

e.

- (13) List five (5) airport project references completed by prime contractor or key staff employed by contractor proposed for key roles related to this project for runway obstruction removal and/or tree removal/ trimming work:

a.

b.

c.

d.

e.

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(14) List the Contractor/Sub performing the general site work on the General Contractors team:

\_\_\_\_\_

\_\_\_\_\_

List the Contractor/Sub performing survey work on the General Contractors team:

\_\_\_\_\_

List the Contractor/Sub performing erosion and sediment control work on the General Contractors team:

\_\_\_\_\_

(15) Background and experience of the principal members of your organization, including the officers: \_\_\_\_\_

\_\_\_\_\_

(16) Credit available: \$ \_\_\_\_\_

Give bank references (or attach):

\_\_\_\_\_

\_\_\_\_\_

Upon request, provide a detailed financial statement and furnish any other information you may deem appropriate:

\_\_\_\_\_

\_\_\_\_\_

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**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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(17) The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the **OWNER** in verification of the recitals comprising this **STATEMENT OF BIDDERS QUALIFICATIONS**.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(NAME OF BIDDER)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE/Commonwealth of: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes

and says that he/she is \_\_\_\_\_ of  
(TITLE)

\_\_\_\_\_  
(NAME OF ORGANIZATION)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ 20\_\_\_\_\_



**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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**REFERENCES (or attach)**

1. **COMPANY NAME:** \_\_\_\_\_  
**COMPANY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**TELEPHONE NO.:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

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2. **COMPANY NAME:** \_\_\_\_\_  
**COMPANY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**TELEPHONE NO.:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

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3. **COMPANY NAME:** \_\_\_\_\_  
**COMPANY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**TELEPHONE NO.:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

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4. **COMPANY NAME:** \_\_\_\_\_  
**COMPANY ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**TELEPHONE NO.:** \_\_\_\_\_  
**CONTACT PERSON:** \_\_\_\_\_

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**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**  
**FEDERAL CONTRACT LANGUAGE CERTIFICATE**

In addition to the specific Federal Contract Provisions listed within this proposal form, the bidder/offeror certifies by signing and submitting this bid or proposal, that they have read, understand and will comply with all of the Federal Contract Provisions contained within the project documents as listed by reference and qualified below:

- a. Access to Records and Reports
- b. Affirmative Action Plan
- c. Breach of Contract
- d. Buy American Preferences
- e. Civil Rights – General
- f. Civil Rights - Title VI
- g. Clean Air and Water Pollution Controls
- h. Contract Work Hours and Safety Standards
- i. Copeland Anti-Kickback
- j. Davis Bacon Requirements
- k. Debarment and Suspension
- l. Disadvantaged Business Enterprises
- m. Distracted Driving
- n. Energy Conservation Requirements
- o. Drug Free Workplace Requirements
- p. Equal Employment Opportunity
- q. Federal Fair Labor Standards Act (Minimum Wage)
- r. Lobbying and Influencing Federal Employees
- s. Nonsegregated Facilities
- t. Occupational Safety and Health Act
- u. Procurement of Recovered Materials
- v. Rights to Inventions
- w. Seismic Safety
- x. Tax Delinquency and Felony Convictions
- y. Termination of Contract
- z. Trade Restriction Certification
- aa. Veteran’s Preference

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official title \_\_\_\_\_ Date \_\_\_\_\_

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**  
**BUY AMERICAN PREFERENCE**

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 complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

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 of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. 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 products.
  3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  4. To comply with the “Build America, Buy America Act” portion of the Infrastructure Investment and Jobs Act (IIJA) requirements and Office of Management and Budget (OMG) guidance on sourcing requirements for infrastructure programs whereas Buy America requirements must be met as required herein.
- 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 their 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 that may result in rejection of the proposal.

**Susquehanna Area Regional Airport Authority**

**Contract No. 2014-020**

**CAPITAL CITY AIRPORT**

**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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 furnish US domestic product for any waiver request that the FAA rejects.
5. 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 components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products 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 and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**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

**Susquehanna Area Regional Airport Authority**

**Contract No. 2014-020**

**CAPITAL CITY AIRPORT**

**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

**Certificate of Buy American Compliance for Manufactured Products**

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.
5. To comply with the “Build America, Buy America Act” portion of the Infrastructure Investment and Jobs Act (IIJA) requirements and Office of Management and Budget (OMG) guidance on sourcing requirements for infrastructure programs whereas Buy America requirements must be met as required herein.

- 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 their 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.

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

**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 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

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**  
**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

(2 CFR Part 180 (subpart C); 2 CFR Part 2000; DOT Order 4200.5)  
1/29/2016

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official title \_\_\_\_\_ Date \_\_\_\_\_

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**  
**CERTIFICATION REGARDING LOBBYING**

(31 USC Par 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II (J); 49 CFR Part 20, Appendix A)  
January 29, 2016

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official title \_\_\_\_\_ Date \_\_\_\_\_



**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**  
**TRADE RESTRICTION CERTIFICATION**

(49 USC Par 50104; 49 CFR Part 30)  
January 29, 2016

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**Susquehanna Area Regional Airport Authority**

**Contract No. 2014-020**

**CAPITAL CITY AIRPORT**

**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official title \_\_\_\_\_ Date \_\_\_\_\_

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**  
**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY**  
**AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official title \_\_\_\_\_ Date \_\_\_\_\_

<b>PRIME CONTRACT</b> <b>Contract Title: Capital City Airport</b> <b>Remove Obstructions</b> <b>Phase V, Package 3</b>
---

<b>Part I – Prime Contractor’s Participation (50% Minimum)</b>			
Prime Contractor (Name)	Description of Work	Value of work	
		(\$)	(%)
Prime Contractor Address:			

<b>Part II – List all Subcontractor’s, Major Supplier’s (See GP-10 for definition), and DBE Participation</b> <b>(List All) (7.25% Minimum DBE)</b>					
Sub Name	DBE (Yes or No, Pennsylvania Certification #)	Sub Address	Description of Work	Value of Work	
				(\$)	(%)

Part II cont. –					
Sub Name	DBE (Yes or No, Pennsylvania Certification #)	Sub Address	Description of Work	Value of Work	
				(\$)	(%)

Part III – Total Prime Contract and Subcontract Participation	
Total Value of Contract (\$):	Total Value of Contract (%): <b>100%</b>

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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**CONSENT OF SURETY**

Pursuant to the provisions of the laws of the State of \_\_\_\_\_, the  
\_\_\_\_\_  
Corporation, organized and existing under the laws of the  
State of \_\_\_\_\_, certifies and agrees that if  
\_\_\_\_\_  
(Name of Bidder) is awarded Contract for the project,

<u>Capital City Airport</u>	<u>Remove Obstructions, Phase V Package 3</u>	<u>2014-020</u>
(Name of Airport)	(Name of Project)	(Contract No)

the undersigned corporation will execute the bonds as required by the Contract Documents for the faithful performance of all provisions of the Contract Documents.

\_\_\_\_\_  
(SURETY)

(To be accompanied by Proof of Authority of officers of surety company to execute the same).

Prime Contractor: _____ Address: _____ _____ Contact Person: _____ Telephone Number: _____ E-Mail Address: _____ FAX Number: _____	<b>SUSQUEHANNA AREA REGIONAL AIRPORT                  AUTHORITY (SARAA)</b> <b>CAPITAL CITY AIRPORT (CXY)</b> <b>DBE SUBCONTRACTOR AND SUPPLIER</b> <b>Solicitation Record</b> Failure to submit this form and other the required information on DBE Participation within 24 hours of the bid will result in rejection of the bid as being non-responsive.	<b>BID AMOUNT:</b>  <b>Project Name &amp; NO:</b> REMOVE OBSTRUCTIONS PHASE V, PACKAGE 3  #2014-020
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List only firms certified as DBE's in accordance with FEDERAL REGULATIONS to perform subcontracting work or to supply materials. No exceptions.

DBE Firm Name, Address, Telephone No., Contact Person	DBE Certification Number/ Certified By	Date Contacted Phone/Mail	Description of work	Agreement Amount
				Agreement \$
				Agreement \$
				Agreement \$
				Agreement \$

Contractor's contact with the solicited subcontractors and suppliers shall be at least 5 days prior to the bid date to ensure that the solicited firms have sufficient time to adequately prepare their bid.	Please supply other information that may positively impact on the determination of your firm as a responsive, responsible bidder on additional sheets.
--	--

If the contract's goal is not achieved through a combination of subcontractor and supplier activity identified above, you must supply sufficient information with the DBE Subcontractor and Supplier Solicitation Sheet for a determination to be made that your firm is a responsive, responsible bidder.

**SARAA USE ONLY:**  Approved       Conditional Approval

Condition(s): \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Susquehanna Area Regional Airport Authority  
 Contract No. 2014-020  
 CAPITAL CITY AIRPORT  
 REMOVE OBSTRUCTIONS, PHASE V PACKAGE 3

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**BID SUBMISSION CHECKLIST**

For your bid proposal to be considered responsive, all the documents listed in this checklist must be attached to your bid proposal. This Bid Submission Checklist must be attached to the front of your bid proposal along with the required documents listed in this checklist.

	Document	Check/Initial here if attached
1	<b>Bidder Form (Pages BF-1 to BF-12)</b>	
2	<b>Bid Bond/Bid Security (Page BFA-1)</b>	
3	<b>Certified Copy of Resolution of Board of Directors (Page BFA-2)</b>	
4	<b>Non-Collusion Affidavit (Page BFA-3)</b>	
5	<b>Bidder Experience &amp; References (Pages BFA-4-8)</b>	
6	<b>Federal Contract Language Certificate (Page BFA-9)</b>	
7	<b>Buy American Preference Form (Pages BFA-10-11)</b>	
8	<b>Certificate of Buy American Compliance for Manufactured Product (Pages BFA-12-13)</b>	
9	<b>Certificate of Offerer/Bidder Regarding Debarment (Page BFA-14)</b>	
10	<b>Certificate Regarding Lobbying (Page BFA-15)</b>	
11	<b>Trade Restriction Certification (Pages BFA-16-17)</b>	
12	<b>Certificate of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions (Page BFA-18)</b>	
13	<b>Contractor/Subcontractor/DBE Utilization Form (Pages BFA-19-20)</b>	
16	<b>Consent of Surety (Page BFA-21)</b>	
17	<b>CXY DBE-1 (Page BFA-22)</b>	
18	<b>Bid Submission Checklist (Page BFA-23)</b>	

**NOTE: Bidders must submit CXY DBE-1 Form within 24 hours of the bid, if not submitted with bid.**



**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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**AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Susquehanna Area Regional Airport Authority, Dauphin County, Pennsylvania**, hereinafter called "SARAA" and

a Corporation known as \_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_

--or--

a Partnership known as \_\_\_\_\_

consisting of the following members: \_\_\_\_\_

---

--or--

an Individual \_\_\_\_\_

trading as \_\_\_\_\_

hereinafter called **CONTRACTOR**.

WITNESSETH that **SARAA** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**within thirty (30) days of the date of invoice for verified completed work**

**ARTICLE 1 - WORK**

**CONTRACTOR** shall complete all work as specified and indicated in the Contract Documents for **Contract No. 2014-020 Remove Obstructions, Phase V, Package 3** located at Capital City Airport in New Cumberland, Pennsylvania. The work is generally described as follows:

Scope of work includes tree trimming and tree clearing of obstructions off the approach end of Runway 8. The obstructions to be cleared are primarily off-airport on private lands where the airport holds avigation easements. Obstructions to be addressed include penetrations to the RW 8 Final Approach Surface (Section 10-2, TERPS Order 8260.3D). The obstruction removal work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

The work generally involves mobilization of equipment, tree trimming, tree clearing, stump grinding, clearing, site restoration including topsoil, seeding, and mulching, erosion and sediment control, landscaping/ tree replacement, providing professional survey documentation, and providing a Tree Top Elevation Verification by Aerial Photogrammetry Method.

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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**ARTICLE 2 - OWNER**

The “**OWNER**” for the Project is the Susquehanna Area Regional Airport Authority and will assume all duties and responsibilities and has the rights and authority assigned in the Contract Documents in connection with completion of the work in accordance with Contract Documents.

**ARTICLE 3 – CONTRACT TIME**

- 3.1 The Work, or each identified segment thereof, shall be substantially completed within the time period set forth in “Attachment A to Agreement Article 3”.
- 3.2 Final completion shall be achieved within thirty (30) days after substantial completion is certified by the “**ENGINEER**” in accordance with Article 14 of the General Conditions, and any supplements thereto.
- 3.3 **SARAA** and **CONTRACTOR** recognize that time is of the essence of this Agreement, and that **SARAA** will suffer financial loss if the Work is not substantially complete within the time periods specified in Paragraph 3.1 and 3.2 above, plus any extensions thereof allowed in accordance with the Contract Documents. **SARAA** and Contractor further recognize the delays, expense and difficulties in proving the actual loss suffered by **SARAA** if the Work is not completed within the time period specified in this Article and the Contract Documents. Accordingly, **SARAA** and Contractor agree that for each calendar day the Work continues beyond the substantial completion date identified in Paragraph 3.1, the Contractor will reimburse **SARAA** as liquidated damages (and not as a penalty), the amount as indicated within until the actual date of substantial completion is achieved. It is understood by **CONTRACTOR** and **SARAA** that each portion of the Work identified in the construction safety phasing plans will have its own substantial completion date, and will be subject to its own liquidated damages such that the failure to meet more than one substantial completion date shall result in the assessment of cumulative liquidated damages. Such liquidation damages will continue to be assessed for each missed substantial completion date until such time as each segment of Work is brought to substantial completion.

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 **SARAA** shall pay the **CONTRACTOR** for performance of the work in accordance with the Contract Documents, for each item and dollar amount listed in Bid Proposal for a

**Total Contract Amount of \$** \_\_\_\_\_.

- 4.2 **SARAA** shall have the option at any time during the progress of the work to delete any Work Item(s) set forth in Paragraph 4.1 above, in which case the Contract Price shall be reduced by the lump sum amount(s) of that Work Item(s) as set forth in Paragraph 4.1 above.
- 4.3 Under no circumstances shall the **CONTRACTOR** be entitled to an increase in the Contract Price, or for that payment of any additional amounts and/or damage as a result of **SARAA**’s deletion of any Work Item(s).
- 4.4 There shall be no limit on the number of Work Items that **SARAA** may delete from the work.

**ARTICLE 5 - PAYMENT PROCEDURES**

- 5.1 In exchange for the performance of the **CONTRACTOR**’s work, **SARAA** will pay the **CONTRACTOR** the Contract Price in accordance with the Contract Documents. Monthly progress payments will be made

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to the **CONTRACTOR** based upon completed work verified by the **OWNER**. Payments will be made to the **CONTRACTOR** by **SARAA** in accordance with the General Conditions. Payments will be made to the **CONTRACTOR** by **SARAA** within thirty (30) days of the date of invoice for verified completed work.

5.2 Invoices / Application for Payment (AFP) (G702 / 703) and Certified Payroll (Form LLC-25 or WH-347) shall be submitted monthly by the **CONTRACTOR** to **SARAA** or its Engineer in the following order:

5.2.1 A draft / pencil copy of the AFP is submitted to the Engineer for review and approval submission.

5.2.2 Approved submission must include the following:

- a. AFP Transmittal sheet
- b. One notarized copy of the approved AFP
- c. Contractor's monthly Form A and Form A & B.
- d. Contractor's weekly certified payrolls for the month and a Form B. All Subcontractors working on the jobsite must also submit weekly payroll forms and a Form B for the month. DBE Subcontractors must also submit a Form C along with payroll and a Form B for the month. NOTE: If your firm has a standard payroll format, it can be submitted attached to one of the payroll forms listed above.

5.2.3 **The first and last certified payroll submission must be notarized.**

5.2.4 Retainage in the amount of 10% of the amount due to Contractor shall be withheld until 50% of the Project is complete. When the Project is 50%, one-half of the amount retained shall be returned to the Contractor, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding, such as liquidated damages, as determined by **SARAA** in its sole discretion. After the Project is 50% complete and Contractor has satisfied the conditions for reduction of retainage set forth above, retainage on payments due thereafter shall be at 5% of the amount due until substantial completion is achieved and as described by Specification GP-90.

5.3 Payment by Contractor to Subcontractor

5.3.1 Within fifteen (15) days of the receipt of any payment from **SARAA**, **CONTRACTOR** shall pay each of his Subcontractors and materialmen the proceeds from the payment representing the value of the Work performed and/or materials furnished by the Subcontractor and/or materialman and reflecting the percentage of the Subcontractor's Work completed or the materialman's material supplied in the requisition approved by **SARAA** and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or Materialman which have not been suitably discharged and less any retained amount as provided for in the **CONTRACTOR's** Agreement with said Subcontractor or Materialman. In no event shall any such retainage exceed the percentage amount being withheld by **SARAA** from **CONTRACTOR** on account of Subcontractor and/or Materialman's Work.

5.3.2 **CONTRACTOR** shall require in its written Agreement with Subcontractor and/or Materialman that, within fifteen (15) days of receipt of payment from **CONTRACTOR**, Subcontractor and/or Materialman shall pay each of his Subcontractors and Materialman in the same manner as **CONTRACTOR** has paid Subcontractor.

5.3.3 Nothing provided herein shall create any obligation on the part of **SARAA** to pay or to see to the

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payment of any monies to any Subcontractor or Materialman from any Contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or Materialman and SARAA.

5.4. Wage Rates

- 5.4.1 All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**ARTICLE 6 - INSURANCE**

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

Workers Compensation and Employer's Liability Insurance:

1. Worker's Compensation – Pennsylvania Statutory Coverage.
2. Minimum amounts of employer's liability insurance shall be as follows:
  - \$500,000 – Each Accident
  - \$1,000,000 – Policy Limit
  - \$500,000 – Disease – Each Employee

General Liability Insurance:

- \$5,000,000 – Aggregate
- \$5,000,000 – Each Occurrence

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

Minimum amounts for Automobile Liability Insurance shall be as follows:

- \$1,000,000 – Bodily Injury (Per Person)
- \$3,000,000 – Bodily Injury (Per Accident)
- \$3,000,000 – Property Damage

Environmental Pollution Liability Insurance:

- \$1,000,000 – Policy Limit

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

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce SARAA to enter into this Agreement, **CONTRACTOR** makes the following representations:

- 7.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

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- 7.2 **CONTRACTOR** has studied carefully all reports of investigations and latent physical conditions at the site or otherwise affecting cost progress or performance of the work which were relied upon by **SARAA** in the preparation of this Agreement.
- 7.3 **CONTRACTOR** has made or caused to be made examinations, investigations and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by **CONTRACTOR** for such purposes.
- 7.4 **CONTRACTOR** has carefully examined the plans, the specifications and the site of the Work, and that from its own investigations, it has satisfied itself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and general local conditions, and all other materials and/or issues that may in any manner affect the cost, progress or performance of the Work.
- 7.5 **CONTRACTOR** is financially solvent and experienced in, and competent to, perform the Work required by the Contract Documents.

**ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between **SARAA** and **CONTRACTOR**, consist of the following:

**Bid Contract Forms, Bid Forms, and Specifications (Contract Specifications Manual)**

Notice for Invitation to Bid  
Instructions to Bidders  
Proposal Documents and Bid Forms  
Bidder Form  
Bid Bond  
Certified Copy of Resolution of Board of Directors  
Non-Collusion Affidavit of Prime Bidder  
Bidder's Experience and References  
Federal Contract Language Certificate  
Buy American Preference Form  
Certificate of Buy American Compliance for Manufactured Product  
Certificate of Offerer/Bidder Regarding Debarment  
Certificate Regarding Lobbying  
Trade Restriction Certification  
Certificate of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions  
Contractor/Subcontractor/DBE Utilization Form  
Consent of Surety  
CXY DBE-1

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Bid Submission Checklist  
Contract Forms  
Agreement  
Performance Bond  
Labor and Payment Bond  
Waiver of Lien  
Lobbying Certification Form  
FAA Certification of a Drug Free Work Place  
Statutes and Regulations Required for SARAA Contracts / Civil Rights  
SARAA General Conditions  
Supplementary Conditions  
Davis Bacon  
Davis Bacon Wage Rates  
Employee On-Site Wage Inquiry  
Application for Payment Submission Packet Transmittal  
Disadvantaged Business Enterprise Participation Plan  
Forms CXY DBE-1, A&B, A, B, and C  
Division 1 – General Requirements  
Summary of Work  
Milestones  
Project Closeout  
    Consent of Surety to Final Payment  
    Contractor's Affidavit & Release of Liens  
Contract Provisions  
Access to Records and Reports  
Affirmative Action Plan  
Breach of Contract  
Buy American Preferences  
Civil Rights - General  
Civil Rights – Title VI  
Clean Air and Water Pollution Controls  
Contract Workhours and Safety Standards  
Copeland Anti-Kickback  
Davis-Bacon Requirements  
Debarment and Suspension  
Disadvantaged Business Enterprises  
Distracted Driving  
Energy Conservation Requirements  
Drug Free Workplace Requirements

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Equal Employment Opportunity  
Federal Fair Labor Standards Act  
Lobbying and Influencing Federal Employees  
Prohibition of Segregated Facilities  
Occupational Safety and Health Act  
Procurement of Recovered Materials  
Rights to Inventions  
Seismic Safety  
Tax Delinquency and Felony Convictions  
Termination of Contract  
Trade Restriction Certification  
Veteran's Preference

Technical Specifications  
C-102 – Temporary Air and Water Pollution, Soil Erosion, and Siltation Control  
C-105 – Mobilization  
P-151 – Clearing  
P-160 – Tree Trimming  
T-901 – Seeding  
T-905 – Topsoiling  
T-908 – Mulching  
X-9808 – Plants and Mulching  
X-01501 – Maintenance and Protection of Traffic  
X-01700 – Execution Requirements

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**Bid Drawings (Contract Plans)**

SHEET ID.	SHEET TITLE
1	E&S TITLE SHEET
2	QUANTITIES AND NOTES
3	STAGING PLAN & SURVEY CONTROLS
4	KEY SHEET
5	CIVIL PLANS - WORK AREA 1
6	CIVIL PLANS - WORK AREA 2
7	CIVIL PLANS - WORK AREA 3
8	CIVIL PLANS - WORK AREA 4
9	CIVIL PLANS - WORK AREA 5
10	CIVIL PLANS - WORK AREA 6
11	CIVIL PLANS - WORK AREA 7
12	CIVIL PLANS - WORK AREA 8
13	EROSION & SEDIMENT CONTROL NOTES - 1
14	EROSION & SEDIMENT CONTROL NOTES - 2
15	EROSION & SEDIMENT CONTROL NOTES - 3
16	EROSION & SEDIMENT CONTROL DETAILS
17	ENVIRONMENTAL SITE PLAN
18	OBSTRUCTION DATA TABLE - 1
19	OBSTRUCTION DATA TABLE - 2
20	OBSTRUCTION DATA TABLE - 3
21	OBSTRUCTION DATA TABLE - 4
22	OBSTRUCTION DATA TABLE - 5
23	AIRPORT EASEMENT MAP
24	AIRPORT EASEMENT TABLE - 1
25	AIRPORT EASEMENT TABLE - 2
26	AIRPORT EASEMENT TABLE - 3
27	AIRPORT EASEMENT TABLE - 4
28	TREE TRIMMING DETAILS
29	TREE PLANTING DETAILS - 1
30	TREE PLANTING DETAILS - 2
31	TREE PLANTING DETAILS - 3

There are no Contract Documents other than those listed in this Article 8, including the Proposal and Bid Forms as filled out and submitted by the Contractor. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions). Contract Documents include any Addendum/Addenda issued during the bidding period.



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The construction safety phasing plans provides a sequence of work which is necessary to complete the project. This contractor is required to furnish sufficient personnel in order to accomplish the durations and sequence identified in this schedule. The contractor is required to complete each work item within the required duration, all durations include setup and demobilization. For the interest of this schedule; Substantial Completion is that date that all required work is complete, grades have been restored as designed, excess material is removed from site; and as-built documentation is received by the CM. Final completion will not be satisfied until all punchlist items are complete and approved by the Engineer.

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 No assignment by a party hereto of any rights under, or interest in, the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2 **SARAA** and **CONTRACTOR** each binds himself, his partner, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3 Partial Invalidity. If any term, part, provision, section, subdivision or paragraph of these Contract Documents shall be held unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provision, sections, subdivisions and paragraphs thereof.
- 9.4 The **CONTRACTOR** shall have full responsibility for safety for his contract work and shall indemnify, defend and hold harmless **SARAA**, its directors, officers, agents, employees and sub-consultants (regardless of tier) from and against all claims, damages, costs, and expenses, including, but not limited to, attorney fees, arising out of any unsafe condition on the site.
- 9.5 The **CONTRACTOR** shall have full and sole responsibility and control of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.
- 9.6 The **CONTRACTOR** shall have full and sole responsibility to carry out the work in accordance with the Contract Documents. **SARAA** shall not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees or any other persons performing any of the Work.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement. As a minimum, one counterpart each has been delivered to **SARAA** and **CONTRACTOR**. All portions of the Contract Documents have been signed or identified by **SARAA** and **CONTRACTOR** on their behalf

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

Susquehanna Area Regional Airport Authority  
Dauphin County, Pennsylvania

\_\_\_\_\_/s/  
Executive Director

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_/s/  
President

\_\_\_\_\_/s/  
Treasurer

(CORPORATE SEAL)

Attest:  
\_\_\_\_\_/s/  
Secretary

DUNS #  
\_\_\_\_\_

TIN or SSN Number  
\_\_\_\_\_

Address for Giving Notices:

Susquehanna Area Regional Airport Authority  
Engineering and Planning  
One Terminal Drive, Suite 300  
Harrisburg International Airport  
Middletown, PA 17057

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for Service of Process:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Attachment A to Article 3**

**CONSTRUCTION MILESTONES**

<b>Item</b>	<b>Duration</b>	<b>Liquidated Damages</b>
Phase 1	90 Calendar Days	\$1,845 / calendar day

The above schedule provides a sequence of work which is necessary to complete the project. This Contractor is required to furnish sufficient personnel in order to accomplish the durations and sequence identified in this schedule. The Contractor is required to complete each work item within the required duration. All durations include setup and demobilization. For the interest of this schedule, Substantial Completion is that date that all required work is complete, grades have been restored as designed, excess material is removed from site, and as-built documentation is received by the Owner. Final completion will not be satisfied until all punchlist items are complete and approved by the Engineer / Owner.

The maximum overall construction contract time allowed for the project will be 90 Calendar Days, including ordering and installation of said materials as identified above and award and construction of all work. Liquidated damages will be assessed at amounts indicated above or portion thereof for work beyond the duration allocated for each phase, work task restriction, and/or the overall construction contract time at the rate indicated per each. Each phase’s work items, general requirements, and special requirements are provided within the Contract Plans and include all work within the limits of each phase. A separate Notice to Proceed may be given for each phase. Prior to the effective start date of construction, an administrative notice to proceed will be issued to the contractor at least 90 calendar days prior to the effective start date of construction. This will allow the contractor to begin submitting shop drawings for approval as well as RFI’s so that responses can be issued ahead of construction. This will additionally allow the Contractor to setup the field office, procure materials, and setup of landside staging areas. This administrative time shall not be included towards the construction contract time and costs incurred by the contractor are incidental to the contract.

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	Calendar days after NTP		Duration in Calendar days
	Start	Completion	
Mobilization	1	7	7
Construction	8	90	83
Substantial Completion	91	92	2
Final Completion of All Work	93	122	30

**NOTE: This milestone schedule is based upon a Notice-to-Proceed.**

<b>Final completion of all work: <u>122</u> days after Notice to Proceed (NTP)</b> <b>(Provided all Bid Items are awarded)</b>
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**PERFORMANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "Principal")

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Contractor) (Address)

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

and \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called the "Surety") are held and firmly bound unto the Susquehanna Area Regional Airport Authority (hereinafter called the "OWNER" in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and or assigns and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

2. **Whereas**, Said Principal has entered into a certain written Agreement bearing date on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ A.D. with said OWNER for REMOVE OBSTRUCTIONS PHASE V, PACKAGE 3 project upon certain terms and conditions in said agreement more particularly mentioned, and fully and specifically described in certain specifications made part of said agreement; and

**WHEREAS**, it was one of the conditions of the award of OWNER pursuant to which said agreement was entered into that these presents shall be executed.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

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Whenever Contractor shall be, and declared by OWNER to be in default under the Agreement, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Agreement in accordance with the terms and conditions, or
- 2) Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for an agreement between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the agreement price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to Contractor under the agreement and any amendments thereto, less the amount properly paid by OWNER to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

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**When Contractor is an Individual:**

\_\_\_\_\_ By: \_\_\_\_\_  
Witness (Signature of Individual)

\_\_\_\_\_ \_\_\_\_\_  
Witness (Printed Name of Individual)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

**ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )  
SS: \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_  
to me well known and known to me to be the person described in and who executed the foregoing instrument, and  
acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

**WITNESS** my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_.

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**When Contractor is a sole proprietorship or operates under a trade name.**

\_\_\_\_\_  
(Printed Name of Firm)

\_\_\_\_\_  
(Signature of Individual)

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

\_\_\_\_\_  
(Printed Name of Individual)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

**ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )  
SS: \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_  
to me well known and known to me to be the person described in and who executed the foregoing instrument, and  
acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

**WITNESS** my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_.



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**When Contractor is a Partnership:**

\_\_\_\_\_  
(Printed Name of Partnership)

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
(Signature of Partner)

\_\_\_\_\_  
Witness \_\_\_\_\_  
(Printed Name of Partner)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

**ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )  
SS: \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_  
to me well known and known to me to be the person described in and who executed the foregoing instrument, and  
acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

**WITNESS** my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Notary Public

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_.

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**When Contractor is a Corporation:**

(CORPORATE SEAL)

\_\_\_\_\_  
(Printed Name of Corporation)

By: \_\_\_\_\_  
(Signature of President or Vice President)

\_\_\_\_\_  
(Printed Name of President or Vice President)

\_\_\_\_\_  
(Business Address of Corp.)

**ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )  
SS:  
COUNTY OF \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President of the above named \_\_\_\_\_ Corporation, and acknowledged that he executed such instrument as such \_\_\_\_\_ President and of said corporation, and that the seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

**WITNESS** my hand and official seal, this \_\_\_ day of \_\_\_\_\_. A.D. 20\_\_\_.

Notary Public \_\_\_\_\_

State of \_\_\_\_\_ at large

My Commission expires \_\_\_\_\_

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**SURETY:**

(CORPORATE SEAL)

\_\_\_\_\_  
(Printed Name of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name of Attorney-in-Fact)

NOTE: (The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by officers of the Company.)

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**LABOR AND MATERIAL PAYMENT BOND**

Bond No. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS**, that \_\_\_\_\_,  
(Name of Contractor)  
a \_\_\_\_\_ corporation, of \_\_\_\_\_,  
(Address of Contractor)  
as Principal (hereinafter call the "Principal"), and \_\_\_\_\_,  
(Name of Surety)  
a \_\_\_\_\_ corporation, of \_\_\_\_\_,  
(Address of Surety)

as Surety (hereinafter called the "Surety"), are held and firmly bound unto the **SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY**; One Terminal Drive, Suite 300, Middletown, PA 17057; (hereinafter called the "Obligee"), in the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the Principal and the Obligee have entered into a written Contract for Construction (hereinafter called the "Contract"), for the construction of the Project, or that portion thereof, as described therein, all as more fully described and mentioned in said Contract and the Contract Documents identified therein, which are hereby incorporated in and made a part of this Bond with the same force and effect as if fully set forth at length herein; and

**WHEREAS**, Obligee is a "contracting body" under the provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the Public Works Contractors Bond Law of 1967," 8 P.S. §191 et seq. (the "Act"); and

**WHEREAS**, the Act requires that before an award shall be made to the Principal by the Obligee, the Principal shall furnish this Labor and Material Payment Bond to the Obligee; and

**WHEREAS**, the Contract and the Contract Documents identified therein also require the Principal to furnish this Labor and Material Payment Bond to the Obligee.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the Principal and any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted, shall promptly make payment to all claimants, as hereinafter defined, for all material furnished and labor supplied or performed, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the Project site), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be solely for the protection of claimants supplying labor or materials in the prosecution of the Work provided for in the Contract to the Principal or to any Subcontractor of the Principal to which any portion of the Work under the Contract shall be subcontracted. A Claimant is defined as a person, co-partnership, association or corporation who has furnished material or supplied or performed labor in the prosecution of the Work under the Contract, including public utility services and reasonable rentals of equipment (but only for periods when the equipment rented is actually used at the Project site).

2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has performed labor or furnished material in the prosecution of the Work

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under the Contract and who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which it claims payment, may bring an action on this Bond in its own name, in assumpsit, to recover any amount due it for such labor or material and may prosecute such action to final judgment and have execution on the judgment. The provisions of this Bond shall be applicable whether or not the material furnished or the labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) if the claimant has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, unless such claimant shall have given written notice to the Principal within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the manner now or hereafter provided by law for the service of a summons, except that such service need not be made by a public officer;

(b) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;

(c) other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder by Surety.

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IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this Bond to be duly executed and acknowledged by their duly authorized officers or representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Principal)

(Corporate Seal)  
Attest: By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

(Secretary)

\_\_\_\_\_  
(Name of Surety)

(Corporate Seal)  
Attest: By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

(Secretary)

NOTE: An original Power of Attorney bearing same date as Bond must be attached.

\*\*\*\*\*

**SURETY INFORMATION: Failure to complete the following information may result in rejection of bond.**  
**Point of Contact Information**

\_\_\_\_\_  
Contact's Name

\_\_\_\_\_  
Contact's Address County State, Zip Code

\_\_\_\_\_  
Contact's Phone No. Contact's Fax No.

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**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_:  
: ss.  
COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that (s)he resided in \_\_\_\_\_; that (s)he is the \_\_\_\_\_ of, the corporation (Principal) described in and which executed the foregoing Labor and Material Payment Bond (hereinafter "Bond"); that (s)he knew the seal of said corporation; that the seal affixed to the foregoing Bond is the corporate seal of said corporation; and that the foregoing Bond was signed, sealed and delivered on behalf of said corporation by its authority duly given as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has subscribed and sworn to the foregoing oaths before me, and I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)  
My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

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**WAIVER OF LIEN**

This instrument executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_  
(the "Contractor"), for the benefit of the Susquehanna Area Regional Airport Authority ("Owner"), a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania.

W I T N E S S E T H

A. Owner has entered into an agreement with Contractor for Contract No. **2014-020** (the "Contract").

**Remove Obstructions, Phase V, Package 3.** Scope of work includes tree trimming and tree clearing of obstructions off the approach end of Runway 8. The obstructions to be cleared are primarily off-airport on private lands where the airport holds aviation easements. Obstructions to be addressed include penetrations to the RW 8 Final Approach Surface (Section 10-2, TERPS Order 8260.3D). The obstruction removal work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

The work generally involves mobilization of equipment, tree trimming, tree clearing, stump grinding, clearing, site restoration including topsoil, seeding, and mulching, erosion and sediment control, landscaping/ tree replacement, providing professional survey documentation, and providing a Tree Top Elevation Verification by Aerial Photogrammetry Method.

B. By the terms of the Contract, Contractor has covenanted, promised and agreed that no mechanics' or materialmen's liens will be filed or maintained against the Project or the estate or title of Owner in the Project or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the Contract, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Project or any appurtenance thereto.

NOW, THEREFORE, in consideration of ten dollars, the receipt of which is hereby acknowledged, and in further consideration of the covenants contained in the Contract and other lawful consideration the receipt of which is acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

- (1) **WAIVER OF LIEN.** Contractor, for itself, its subcontractors, materialmen, laborers and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree, to the extent permitted by law, that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the Project, or the appurtenances thereto, by or in the name of Contractor, or any subcontractor, materialman or laborer for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the Project or any part thereof.
- (2) **INDEPENDENT COVENANT.** This Agreement, waiving the right of lien, shall be an independent covenant, shall operate and be effective irrespective of Owner's performance under the Contract, and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Project as to any work and labor done and materials furnished under the Contract.
- (3) **REMOVAL OF ANY LIEN.** If any such mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the Project, or appurtenances thereto, Contractor promptly and at its expense shall cause such lien to be removed or satisfied.
- (3) **POWER OF ATTORNEY TO SATISFY LIEN.** In order to give Owner full power and authority to protect itself, the Project, the estate or title of the Owner therein, and the appurtenances thereto, against any and all liens filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant, the Contractor, to the extent permitted by law, hereby irrevocably authorizes and empowers any



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Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or cause to be filed and served in connection with such lien or liens, any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, to incorporate therein, as part of the record, the waiver contained in this instrument, and for such act or acts this instrument shall be good and sufficient warrant and authority, and a reference to the court, term and number in which and where this Agreement shall have been filed shall be a conclusive evidence of the authority herein contained to warrant such action, and the Contractor for itself, and, to the extent permitted by law, for them does hereby remiss, release and quit claim all rights and all manners of errors, defects and imperfections whatsoever in entering such satisfaction nor in filing such pleading, instrument or amendment, or in any way concerning them.

- (5) **WORK NOT COMMENCED.** Contractor hereby represents and warrants that no work of any kind or nature has yet been done on the Project and no materials whatsoever have as yet been furnished to the Project by anyone under, toward or in connection with the execution or performance of the Contract and that no such work shall be done and no such materials shall be furnished until receipt of notice from Owner authorizing the same.
  
- (6) **FILING WITH PROTHONOTARY.** This instrument is made and intended to be filed with the Prothonotary in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

IN WITNESS THEREOF, the undersigned Contractor has executed this instrument as of the day and year first above written.

ATTEST:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

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COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF \_\_\_\_\_:

On this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Notary Public in and for the Commonwealth of Pennsylvania personally appeared \_\_\_\_\_ who acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of a Pennsylvania Corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employees of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included, in the award documents for all subcontracts, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

# FAA Certification of a Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Susquehanna Area Regional Airport Authority

Airport: Capital City Airport

Project Number: 2014-020

Description of Work: Remove Obstructions Phase V, Package 3

**Contractor:**

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Capital City Airport

Address: 210 Airport Road, New Cumberland, PA 17070

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Contractor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                    day of                    ,                    .

Name of Contractor:

Name of Contractor's Authorized Official:

Title of Contractor's Authorized Official:

**Signature** of Contractor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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**STATUTES AND REGULATIONS REQUIRED FOR SUSQUEHANNA REGIONAL AIRPORT  
AUTHORITY CONTRACTS**

Statutes and regulations which are applicable to a contract with the Susquehanna Area Regional Airport Authority include but are not limited to the following:

1. The Pennsylvania Prevailing Wage Act, 43 P.S. §165-1, et seq.;
2. Steel Products Procurement Act, 73 P.S. §1881, et seq.;
3. Trade Practices Act, 71 P.S. §773.101, et seq.;
4. Motor Vehicle Procurement Act, 73 P.S. §1891, et seq.;
5. Employment of United States Citizens, 43 P.S. §151;
6. Resident Laborers and Mechanics, 43 P.S. §155;
7. Pennsylvania One Call Law, PA Act 287 as amended by Act 177 of 1996, 73. P.S. § 176 et seq.;
8. The Pennsylvania Human Relations Act, 43 P.S. §951, et seq.;
9. Copeland Act, 40 U.S.C.A. §276c; and
10. The Contract Work Hours and Safety Standards Act, 40 U.S.C. §327, et seq.;
11. FAA Far 14 C.F.R. 107
12. FAA Far 14 C.F.R. 139
13. Pennsylvania Legal requirements; 73 P.S. § 180 et seq.; 73 P.S. § 1881 et seq.; 43 P.S. § 951 et seq.; 62 Pa C.S.A. § 3701; 35 P.S. § 691.1 et seq.
14. Pennsylvania Trade Practices Act; Act 226-1968; Act 3 – 1978; Statutory Construction Act, 1 Pa C.S. 1901 et seq.
15. Contractual Requirements; Civil Rights Act of 1964, Title VI – 49 CFR Part 21; Equal Employment Opportunity 41 CFR Part 60-1.4(b); EEO clause – 41 CFR Part 60 – 1.4(b); Executive Order 11246; Airport and Airway Improvement Act of 1982, Section 520; DBE required statements – 49 CFR Part 26; Termination of Contract 49 CFR Part 18; Inspection of Records – 49 CFR Part 18; Rights to Inventions – 49 CFR Part 18; Breach of Contract Terms Sanctions – 49 Part 18; Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – CFR Part 29; Trade restriction clause – 49 CFR Part 30; Section 114 of the Clean Air Act 42 U.S.C. 1857 et seq.; Section 308 of the Federal Water Pollution Control Act 33 U.S.C 1251 et seq.; Davis Bacon requirement – 29 CFR; Contract work hours and safety standards Act requirements – 29 CFR part 5; Buy American Act
16. Americans with Disabilities Act; 28 CFR 35.101 et seq. ; 28 CFR 35.130
17. Certification regarding use of contract funds for Lobbying; 49 § CFR 20; 31 U.S.C. 1352
18. Requirements on the drug-free workplace, Title 49, Code of Federal Regulations, Part 29
19. Pennsylvania Contractor Integrity Provisions
20. The Copeland “Anti-Kickback” Act, 40 USC §276c and 18 USC §874
21. Lobbying and Influencing Federal Employees

It is the Contractor’s obligation to ascertain the extent to which any of the above, or other statutes and regulations, apply to this contract, and to comply in all respects with same.

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**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions:
  - a. 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 SARAA or its' agent(s).
  - b. Consent means written permission signed by a duly authorized officer or employee of SARAA or its' agent(s), provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, SARAA or its' agent(s) shall be deemed to have consented by virtue of execution of this agreement.
  - c. Contractor means the individual or entity that has entered into this agreement with SARAA or its' agent(s), including directors, officers, partners, managers, key employees, and owners of more than five percent interest.
  - d. Financial interest means:
    1. Ownership of more than five percent interest in any business; or
    2. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. Gratuity means any payment of more than normal monetary value in the form of cash, travel, entertainment, gifts, meals, lodgings, loans, subscriptions advances, deposits of money, services, employment, or contracts of any kind.
2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with SARAA or its' agent(s).
3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, 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 SARAA or its' agent(s).
5. The contractor shall not, in connection with this or any other agreement with SARAA or its' agent(s) 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 SARAA or its' agent(s).
6. Except with the consent of SARAA or its' agent(s), neither the contractor nor any of his/her agent(s) or employees will give or agree to give any person, employee or agent(s) of SARAA any gratuity whatsoever.
7. Except with the consent of SARAA or its' agent(s), the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify SARAA or its' agent(s) in writing.



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9. The contractor, by execution of this agreement 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.
  
10. The contractor, upon the inquiry or request of the Director of Aviation of SARAA 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 Director of Aviation or any of that official's agents or representatives, to the contractor's integrity or responsibility, as those terms are defined by SARAA or Commonwealth of Pennsylvania'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, which refer to or concern this agreement. The contractor shall retain such information for a period of three years beyond the termination of the contract unless otherwise provided by law.

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**SARAA GENERAL CONDITIONS**

**ARTICLE 1 - DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 **ADDENDA** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bid documents or the Contract Documents.
- 1.2 **AGREEMENT** - The written agreement between **SARAA** and **CONTRACTOR** covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 **NOT USED**
- 1.4 **BID** - The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed. Used interchangeably with **PROPOSAL**.
- 1.5 **BONDS** - Bid, performance and payment bonds and other instruments of security.
- 1.6 **CHANGE ORDER** - A written order to the **CONTRACTOR** covering changes in the Plans, Specifications, or Bid 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, shall be within the scope of the Contract.
- 1.7 **CONSTRUCTION CHANGE DIRECTIVE** - a written order prepared and signed by **SARAA**, directing a change in the work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
- 1.8 **CONTRACT DOCUMENTS** - The Agreement, Addenda (which pertain to the Contract Documents), **CONTRACTOR'S** Bid, Instructions to Bidders (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Amendments, Modifications and Supplements issued on or after the Effective Date of the Agreement.
- 1.9 **CONTRACT PRICE** - The moneys payable by **SARAA** to **CONTRACTOR** under the Contract Documents as stated in the Agreement (subject to the provisions of Unit Price Work).
- 1.10 **CONTRACT TIME** - The number of calendar days or working days, stated in the bid, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the Contract shall be completed by that date.
- 1.11 **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.
- 1.12 **CALENDAR DAY** Every day shown on the calendar.

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- 1.13. **DEFECTIVE** - An adjective which when modifying the word work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to SARAA's recommendation of final payment (unless responsibility for the protection thereof has been assumed by SARAA at Substantial Completion).
- 1.14. **DRAWINGS** - The drawings which show the character and scope of the work to be done and are referred to in the Contract Documents.
- 1.15. **EFFECTIVE DATE OF THE AGREEMENT** - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.16. **NOT USED**
- 1.17. **FIELD ORDER** - A written order issued by SARAA which orders minor changes in the work in accordance with Article 9.5 but which does not involve a change in the Contract Price or the Contract Time.
- 1.18. **GENERAL REQUIREMENTS** - Sections of Division 1 of the Specifications.
- 1.19. **LAWS AND REGULATIONS; LAWS OR REGULATIONS** – All federal, state, municipal and/or local laws, rules, regulations, ordinances, codes and/or orders of all bodies, departments, agencies and authorities having jurisdiction over the Project which may be applicable thereto.
- 1.20. **NOTICE OF INTENT TO AWARD** - The written notice by SARAA to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, SARAA will sign and deliver the Agreement.
- 1.21. **NOTICE TO PROCEED** - A written notice given by SARAA to CONTRACTOR fixing the date on which the contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.
- 1.22. **BID** - The offer or bid of the Bidder submitted as required by the Invitation to Bid setting forth the prices for the work to be performed and the services to be performed and/or equipment to be supplied. Used interchangeably with **BID**.
- 1.23. **SARAA** - The Pennsylvania joint municipal authority, with whom CONTRACTOR has entered into the Agreement and for whom the work is to be provided.
- 1.24. **NOT USED**
- 1.25. **PARTIAL UTILIZATION** - Placing a portion of the work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the work.
- 1.26. **PROJECT** - The total construction of which the work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.27. **PROJECT MANUAL** - The manual prepared by SARAA for a project, including the bid requirements, conditions of the contract, and the technical specifications.

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- 1.28 **NOT USED**
- 1.29 **SHOP DRAWINGS** - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for **CONTRACTOR**, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by **CONTRACTOR** to illustrate material or equipment for some portion of the work.
- 1.30. **SPECIFICATIONS** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.
- 1.31. **SUBCONTRACTOR** - An individual, firm or corporation having a direct contract with **CONTRACTOR** or with any other Subcontractor for the performance of a part of the work at the site.
- 1.32. **SUBSTANTIAL COMPLETION** - The work (or a specified part thereof) has progressed to the point where, in the opinion of **SARAA**, as expressed in writing to the Contractor, the work is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any work refer to Substantial Completion thereof.
- 1.33. **SUPPLIER** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 1.34. **UNDERGROUND FACILITIES** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water and which are not to be removed as part of the work.
- 1.35 **UNIT PRICE WORK** - work to be paid for on the basis of unit prices.
- 1.36 **WORK** - The entire completed Project or the various separately identifiable parts thereof required to be undertaken and completed under the Contract Documents. Work is the result of performing services, furnishing labor materials, and equipment for the Project, all as required by the Contract Documents.
- 1.37 **WRITTEN AMENDMENT** - A written amendment of the Contract Documents, signed by **SARAA** and **CONTRACTOR** on or after the Effective Date of the Agreement and normally dealing with the non-design or non-technical rather than strictly work-related aspects of the Contract Documents.

**ARTICLE 2 - PRELIMINARY MATTERS**

**2.1 DELIVERY OF BONDS:**

Within twenty (20) calendar days after Notice of Intent to Award, the **CONTRACTOR** shall deliver the executed Agreements to **SARAA**. At that time, the **CONTRACTOR** shall also deliver to **SARAA** such Bonds as **CONTRACTOR** may be required to furnish.

**2.2 COPIES OF DOCUMENTS:**

**SARAA** shall furnish to **CONTRACTOR** up to three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies of original Contract Documents will be furnished, upon request, at the cost of reproduction. **SARAA** shall

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furnish one copy of any documents amending the original Contract Documents once the **CONTRACTOR** has received a Notice to Proceed.

**2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

The Contract Time will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

**2.4 STARTING THE PROJECT:**

**CONTRACTOR** shall start to perform the work on the date when the Contract Time commences, but no work shall be done at the site prior to the date on which the Contract Time commences.

**2.5 BEFORE STARTING CONSTRUCTION AND/OR DEMOLITION:**

2.5.1 Before undertaking each part of the work, **CONTRACTOR** shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. **CONTRACTOR** shall promptly report in writing to **SARAA** any conflict, error or discrepancy, which **CONTRACTOR** may discover, and shall obtain a written interpretation or clarification before proceeding with any work affected thereby. **CONTRACTOR** shall be liable to **SARAA** for failure to report any conflict, error or discrepancy in the Drawings or Specifications of which the **CONTRACTOR** has actual knowledge or should reasonably have known.

2.5.2 Within twenty (20) days after the Notice to Proceed (unless otherwise specified in the General Requirements), **CONTRACTOR** shall submit to **SARAA** for review:

2.5.2.1 an interim progress schedule indicating the starting and completion dates of the various stages of the work;

2.5.2.2 a schedule of Shop Drawing submissions. This schedule shall prioritize and note the most critical submittals. Major critical submissions shall be shown on the schedule. Submittals shall be linked to the relevant activities.

2.5.2.3 a preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the Contract Price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work, which will be confirmed in writing by **CONTRACTOR** at the time of submission.

2.5.2.4 Site Specific Safety Program

2.5.2.5 Quality Control Plan

2.5.2.6 Long Lead Items

2.5.3 Before any work at the site is started, **CONTRACTOR** shall deliver to **SARAA**, certificates (and other evidence of insurance requested by **SARAA**) which **CONTRACTOR** is required to purchase and maintain.

**2.6 PRECONSTRUCTION/PREDEMOLITION CONFERENCE:**

Within ten (10) days after the Effective Date of the Agreement, but before **CONTRACTOR** starts the work at the site, a conference shall be held for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working

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understanding among the parties as to the work.

**ARTICLE 3 - CONTRACT DOCUMENTS:**

**3.1 INTENT, AMENDING AND REUSE INTENT:**

3.1.1 The Contract Documents comprise the entire Agreement between **SARAA** and **CONTRACTOR** concerning the work. The Plans, Specifications, and all supplementary documents are essential parts of the Contract. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. They are intended to be mutually complementary and to describe and provide for a complete work. In case of discrepancy, figure dimensions, unless obviously incorrect, shall govern over scale dimensions. In case of any inconsistency, the document imposing the most stringent standard or the highest quality of work will govern, as determined by the **SARAA**. Plans shall take precedence over Specifications, and the Supplementary Conditions will take precedence over the General Conditions. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be completed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment such words shall be interpreted in accordance with the meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of **SARAA** and **CONTRACTOR**, or any of their consultants, agents or employees from those set forth in the Contract Documents.

3.1.3 If, during the performance of the work, **CONTRACTOR** finds a conflict, error or discrepancy in the Contract Documents, **CONTRACTOR** shall so report to **SARAA** in writing at once and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from **SARAA**. If the **CONTRACTOR** performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents, which the **CONTRACTOR** knew or should have known of, without such notice to the **SARAA**, the **CONTRACTOR** shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**3.2 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:**

3.2.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof in one or more of the following ways:

3.2.1.1 a formal Written Amendment,

3.2.1.2 a Change Order, or

3.2.1.3 a Construction Change Directive.

As indicated, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

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**3.3 REUSE OF DOCUMENTS:**

Neither **CONTRACTOR** nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with **SARAA** shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by **SARAA**; and they shall not reuse any of them on extensions of the Project or any other project without prior written consent of **SARAA** and specific written verification or adaptation by **SARAA**. Should the **CONTRACTOR** require electronic copies of the documents, **CONTRACTOR** agrees to execute any release, waiver, etc. required to obtain electronic copies of the contract documents.

**ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

**4.1 AVAILABILITY OF LANDS:**

**SARAA** shall furnish, as indicated in the Contract Documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of **CONTRACTOR**. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by **SARAA**, unless otherwise provided in the Contract Documents. If **CONTRACTOR** believes that any delay in **SARAA's** furnishing these lands, rights-of-way or easements entitles **CONTRACTOR** to an extension of the Contract Time, **CONTRACTOR** may request an equitable adjustment therefore as provided. **CONTRACTOR** shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

**4.2 PHYSICAL CONDITIONS:**

- 4.2.1 Explorations and Reports: Reference is made to the **Information Available to Bidders** for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by **SARAA** in preparation of the Contract Documents. **CONTRACTOR** may not rely upon the accuracy of the technical data contained in such reports, nor upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for **CONTRACTOR'S** purposes. **CONTRACTOR** shall have full responsibility with respect to subsurface and environmental conditions at the site.
- 4.2.2 Existing Structures: Reference is made to the Information Available to Bidders for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by **SARAA** in preparation of the Contract Documents. **CONTRACTOR** may not rely upon the accuracy of the technical data contained in such drawings, nor the completeness thereof for **CONTRACTOR'S** purposes. **CONTRACTOR** shall have full responsibility with respect to physical and environmental conditions in or relating to such structures.
- 4.2.3 Report of Differing Conditions: If **CONTRACTOR** believes that:
- 4.2.3.1 any technical data on which **CONTRACTOR** is entitled to rely as provided is inaccurate.
- 4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, **CONTRACTOR** shall, immediately after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by Paragraph 6.12), notify **SARAA** and **CM** in writing about the inaccuracy or difference.
- 4.2.4 **DESIGNER OF RECORD'S** Review: **DESIGNER OF RECORD** will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise **SARAA** and **CM** in writing (with a copy to **CONTRACTOR**) of **DESIGNER OF RECORD'S** findings and conclusions.

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- 4.2.5 Possible Document Change: If **DESIGNER OF RECORD** concludes that because of newly discovered conditions a change in the Contract Documents is required, a Construction Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.
- 4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If **SARAA** and **CONTRACTOR** are unable to agree as to the amount or length thereof, a request for equitable adjustment may be made therefore as provided in Articles 10 and 12.

**4.3 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

- 4.3.1 Shown or Indicated: Any information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to **SARAA** by the owners of such Underground Facilities or by others, unless it is otherwise expressly provided in the Information Available to Bidders.
- 4.3.1.1 **SARAA** shall not be responsible for the accuracy or completeness of any such information or data; and,
- 4.3.1.2 **CONTRACTOR** shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.11 and repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract Price.
- 4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which **CONTRACTOR** could not reasonably have been expected to be aware of, **CONTRACTOR** shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency), identify the Owner of such Underground Facility and give written notice thereof to that Owner and to **SARAA**. **SARAA** will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, **CONTRACTOR** shall be responsible for the safety and protection of such Underground Facility. **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which **CONTRACTOR** could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, **CONTRACTOR** may request an equitable adjustment therefore as provided.

**4.4 REFERENCE POINTS:**

**SARAA** shall provide engineering surveys to establish reference points for construction, which in **SARAA'S** judgment are necessary to enable **CONTRACTOR** to proceed with the work. **CONTRACTOR** shall be responsible for laying out the work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations of those points without the prior written approval of the **SARAA**. **CONTRACTOR** shall report to **SARAA** whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations as a result of their work, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.



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**ARTICLE 5 - INSURANCE**

**5.1 Insurance.** Contractor, at Contractor's sole cost and expense, shall maintain and keep in effect throughout the term of the Agreement:

(a) Insurance on an occurrence basis against claims for personal injury (including death) and property damage arising from occurrences on, in or about the Airport, with broad form contractual liability coverage, under a policy or policies of comprehensive general liability insurance or commercial general liability insurance, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate for the acts and omissions of Contractor, its subcontractors and their respective employees, officers, partners, agents or invitees. Without limitation of the foregoing, within thirty (30) days after SARAA's request, Contractor shall have such annual aggregate increased to such amount as SARAA may reasonably request by reason of occurrences during any policy year.

(b) Contractor shall obtain and continuously maintain in full force and effect worker's compensation and employer's liability insurance with statutory benefits, voluntary compensation coverage and employer's liability limits of not less than Five Hundred Thousand and 00/100ths Dollars (\$500,000.00) each accident, Five Hundred Thousand and 00/100ths Dollars (\$500,000.00) each employee for disease, and Five Hundred Thousand and 00/100ths Dollars (\$500,000.00) aggregate policy limit.

(c) Contractor shall purchase and maintain during the life of this contract such Comprehensive Automobile Liability Insurance including Employer's Non-Ownership Liability and Hired Car Liability insurance to protect him and any Subcontractors performing Work covered by this Contract from claims for damages, whether supporting operations by him or anyone directly or indirectly employed by either of them. Minimum combined single limit for both bodily injury and property damage:

\$1,000,000 Bodily Injury (per person)  
\$3,000,000 Bodily Injury (per accident)  
\$3,000,000 Property Damage

(d) The policies of insurance described above, shall name SARAA (and such other parties as SARAA may from time to time specify) as Additional Insured(s). The additional insured coverage must be primary and not contribute with any other insurance. The policies of the insurance described in (a) shall contain a severability of interests endorsement, and shall state that they are primary over any insurance carried by SARAA or such other parties.

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

(f) Each insurance policy under this Agreement shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to SARAA and each policy shall be issued by an insurer with a general policy holder's rating of not less than "A-" in the most currently available Best's Key Rating Guide, licensed to do business in the Commonwealth of Pennsylvania. Forthwith upon the execution of this Agreement, each policy (or a duplicate original thereof) shall be delivered by Contractor to SARAA. At least thirty (30) days before any policy shall expire, Contractor shall deliver to SARAA a replacement policy meeting the foregoing requirements, and at least ten (10) days prior to the date that the premium on any policy shall become due and payable, Contractor shall cause SARAA to be furnished with satisfactory evidence of its payment. Each policy shall have attached thereto an endorsement to the effect that no act or omission of Contractor shall affect the obligation of the insurer to pay the full amount of any loss sustained. Each policy shall be in such form as SARAA may from time to time reasonably require.

(g) If Contractor shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish

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SARAA with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, within the time required as set forth above, SARAA shall have the right, at SARAA's option and without regard to any opportunity to cure provided for elsewhere in this Agreement, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance which Contractor should have paid for. All such payments made by SARAA shall be recoverable by SARAA from Contractor on demand.

(h) If Contractor fails to provide and keep in force insurance as aforesaid, SARAA shall not be limited in the proof of any damages which SARAA may claim against Contractor to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but SARAA shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Agreement, and damages, expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Contractor shall have failed to provide or keep in force insurance as aforesaid.

(i) Contractor may carry any insurance required by this Paragraph under a blanket policy for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy and that such policy shall provide that the coverage thereunder for the Airport and occurrences in, or about the Airport shall not be diminished by occurrences elsewhere.

(j) The Contractor agrees that SARAA shall not be liable for and hereby releases SARAA from (i) any injury to the Contractor's business or any loss of income therefrom or for damage to any machinery or equipment or other property of the Contractor, or the Contractor's officers, partners, employees, agents, or invitees; (ii) the loss of or damage to any property of the Contractor by theft or otherwise; or (iii) any injury or damage to property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or HVAC systems or lighting fixtures, or from any other case whatsoever (whether similar or dissimilar to those above specified), whether the said damage or injury results from conditions arising at the Airport, or from other sources or places, except to the extent directly caused by the SARAA's gross negligence or intentional misconduct.

**5.2 PARTIAL UTILIZATION - PROPERTY INSURANCE:**

If SARAA finds it necessary to occupy or use a portion or portions of the work, such use or occupancy may be accomplished in accordance with Article 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

**ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

**6.1 SUPERVISION AND SUPERINTENDENCE:**

6.1.1 **CONTRACTOR** shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. **CONTRACTOR** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but **CONTRACTOR** shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. **CONTRACTOR** shall be responsible to see that the finished work complies completely and accurately with the Contract Documents.

6.1.2 The **CONTRACTOR** shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the work. The superintendent shall be satisfactory to **SARAA**; and either of them shall have the right to request, which shall not be unreasonably denied,

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**CONTRACTOR** to remove from the Project any superintendent whose performance does not meet standards as set by **SARAA**, and to replace such superintendent with a qualified superintendent satisfactory to **SARAA**. **CONTRACTOR** shall not replace the superintendent without the prior written consent of **SARAA**. The superintendent shall represent the **CONTRACTOR**, and communications given to the superintendent shall be as binding as if given to the **CONTRACTOR**.

**6.2 LABOR, MATERIALS AND EQUIPMENT:**

- 6.2.1 **CONTRACTOR** shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. **CONTRACTOR** shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and **CONTRACTOR** will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without **SARAA** consent given after prior written notice to the **SARAA**.
- 6.2.2 Unless otherwise specified in the General Requirements, **CONTRACTOR** shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.
- 6.2.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by **SARAA**, **CONTRACTOR** shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to **SARAA**, or any of **SARAA** consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions.
- 6.2.4 The **CONTRACTOR** shall prosecute the work in accordance with the Schedule mutually agreed-to by **SARAA** and **CONTRACTOR** and provide the resources necessary to maintain the progress of the activities as scheduled so that no delays are caused. Should the **CONTRACTOR** fail to maintain progress according to schedule or cause delay to others, the **CONTRACTOR** shall furnish such additional manpower, equipment, work hours, additional shifts, or other measures that the **SARAA** directs to bring the operations back on schedule at no extra cost to **SARAA**.

Progress of the work to completion shall be in accordance with the dates established on the Project Schedule unless otherwise directed by **SARAA**. In the event any part of the **CONTRACTOR**'s work, in the opinion of **SARAA**, may fall or falls in arrears of those dates, **SARAA** may require that one or more of the following courses of action be taken by the **CONTRACTOR** at no additional cost to **SARAA**:

1. Action that may be mutually agreed upon between the **CONTRACTOR** and **SARAA**, and approved by **SARAA**.
  2. Increase the number of hours and/or shifts.
  3. Increase the number of work days/weeks.
  4. Increase the size of the work force.
  5. Provide and utilize additional equipment.
  6. Re-sequence work.
- 6.2.5 The **CONTRACTOR** shall institute such accelerated work program within 48 hours of written notification from **SARAA** and remain on it until such time as the degree of completion of the work complies with the Project Schedule. All increased costs of any accelerated work program shall be paid for

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by the **CONTRACTOR**. Failure to comply with such an accelerated work program will result in a suspension of the payment of monthly progress payments until such time as the degree of completion of the work complies with the Project Schedule.

Notwithstanding any language within this contract to the contrary, the **CONTRACTOR** warrants that he will not intentionally engage in any course of conduct or activity, or employ for purposes of the work any subcontractors, labor or materials, which will or may result in the interruption of the performance of the work under the contract due to labor strike or unrest by workmen employed by the **CONTRACTOR** or by any of the trades working in or about the buildings and premises where the work is being performed. **CONTRACTOR** shall be responsible for any and all such delays resulting from any and all such occurrences. In awarding the contract for the work, **SARAA** will consider the ability of the **CONTRACTOR** to undertake the work without the interruption of the performance of the work under the contract due to any such labor strife or unrest. This provision shall not act to derogate the rights and responsibilities granted to labor or management by Federal or State labor laws.

**6.3 SUBSTITUTES FOR "OR-EQUAL" ITEMS:**

6.3.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by **SARAA** or **DESIGNER OF RECORD** if sufficient information is submitted by **CONTRACTOR** to allow **DESIGNER OF RECORD** to determine that the material or equipment proposed is equivalent or equal to that named. Substitution requests must be submitted within 30 days after Notice to Proceed. The procedure for review by **DESIGNER OF RECORD** will include the following. Requests for review of substitute items of material and equipment will not be accepted by **SARAA** or **DESIGNER OF RECORD** from anyone other than **CONTRACTOR**. If **CONTRACTOR** wishes to furnish or use a substitute item of material or equipment, **CONTRACTOR** shall make written application to **CM** for **SARAA** or **DESIGNER OF RECORD** acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice **CONTRACTOR** achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with **SARAA** for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by **SARAA** or **DESIGNER OF RECORD** in evaluating the proposed substitute. All costs associated with the incorporation of any substitution into the work shall be paid by the **CONTRACTOR**. These costs shall include but not be limited to; redesign fees, modification of adjoining or contiguous work by other contractors, special handling and coordinating to accommodate substitutions, additional maintenance, additional shop drawing review costs, etc. and all other costs required to accommodate the proposed substitution. The **CONTRACTOR** shall be responsible for all costs incurred by the **ENGINEER** in evaluating the proposed substitution even if the proposed substitution is ultimately not accepted. **SARAA** or **DESIGNER OF RECORD** may require **CONTRACTOR** to furnish at **CONTRACTOR** expense additional data about the proposed substitute. **SARAA** should have final approval in its sole discretion over any proposed substitution.

6.3.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, **CONTRACTOR** may furnish or utilize a substitute means,

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method, sequence, technique or procedure of construction acceptable to **SARAA, DESIGNER OF RECORD** or **CM**, if **CONTRACTOR** submits sufficient information to allow **DESIGNER OF RECORD** to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by **SARAA** or **DESIGNER OF RECORD** will be similar to that provided as applied by **SARAA** or **DESIGNER OF RECORD** and as may be supplemented in the General Requirements. **SARAA** shall have final approval in its sole discretion, over any proposed substitution.

- 6.3.3 **SARAA** and/or **DESIGNER OF RECORD** will be allowed a reasonable time within which to evaluate each proposed substitute. **SARAA** and/or **DESIGNER OF RECORD** will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without **SARAA** or **DESIGNER OF RECORD**'s prior written acceptance, which will be evidenced, by either a Change Order or an approved Shop Drawing. **SARAA** may require **CONTRACTOR** to furnish at **CONTRACTOR** expense a special performance guarantee or other surety with respect to any substitute. **DESIGNER OF RECORD** will record time required by **DESIGNER OF RECORD** and **DESIGNER OF RECORD**'s consultants in evaluating substitutions proposed by **CONTRACTOR** and in making changes in the Contract Documents occasioned thereby. Whether or not **SARAA** and/or **DESIGNER OF RECORD** accepts a proposed substitute, **CONTRACTOR** shall reimburse **SARAA** for the charges of **SARAA, DESIGNER OF RECORD** or **CM** and consultants for evaluating each proposed substitute. **CONTRACTOR** shall reimburse **SARAA** the costs of ancillary trade impact including but not limited to revisions to contiguous design or the effect of the on Methods and Means of other prime contractors.

**6.4 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

- 6.4.1 The **CONTRACTOR** shall submit with the bid a list of Subcontractors and major Material and Equipment Suppliers, for **SARAA** review and approval. If the subcontractor, material and equipment supplier is a Disadvantaged Business Enterprise (DBE), submit DBE Certification with the Bid. **SARAA** requires that all prime contractors perform at least fifty percent (50%) of the work in the contract. Within twenty (20) days of receipt of the Notice of Intent to Award the Contractor shall submit a "final" list of Subcontractors and major Material and Equipment Suppliers to be utilized under this contract. Thereafter the Contractor shall not substitute another Subcontractor/Material and Equipment Supplier for any on the final list without prior approval of **SARAA**. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification from each such Subcontractor, person and organization requested by **SARAA**. If **SARAA**, after due investigation has reasonable objections to any potential Subcontractor/Major Material and Equipment Supplier, **SARAA** may, before issuing a Notice to Proceed request the apparent Successful Bid to submit an acceptable Subcontractor without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid (Bid) Security. Any Subcontractor, other person or organization so listed and to whom **SARAA** does not make written objection prior to the giving of the Notice to Proceed will be deemed acceptable to **SARAA**.
- 6.4.2 Unless otherwise stated in the Contract Documents or the bid requirements, the **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to **SARAA** the names of persons or quantities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. Any proposed Subcontractor who is a related party to the **CONTRACTOR** will be identified and said Subcontract is subject to **SARAA** audit. **SARAA** will promptly reply to the **CONTRACTOR** in writing, stating whether or not **SARAA**, after due investigation, has reasonable objection to any such proposed person or entity. Copies of all Bids or other proposals from Subcontractors shall, upon the request of **SARAA**, be submitted to **SARAA** for review. All Subcontractors will be subject to the approval of **SARAA**'s lenders, if such lenders so require. All Subcontracts shall be in writing, and shall be assignable by the **CONTRACTOR** to **SARAA**. The **CONTRACTOR** shall not contract with the proposed person or entity to whom **SARAA** has made

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reasonable and timely objection. The **CONTRACTOR** shall not be required to contract with anyone to whom the **CONTRACTOR** has made reasonable objection. If **SARAA** has reasonable objection to a person or entity proposed by the **CONTRACTOR**, the **CONTRACTOR** shall propose another to whom **SARAA** has no reasonable objection. The **CONTRACTOR** shall not change a Subcontractor, person or entity previously selected if **SARAA** makes reasonable objection to such change.

- 6.4.3 **CONTRACTOR** shall be fully responsible to **SARAA** for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with **CONTRACTOR** just as **CONTRACTOR** is responsible for **CONTRACTOR** own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between **SARAA** and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of **SARAA** to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.4.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control **CONTRACTOR** in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.
- 6.4.5 By appropriate agreement, the **CONTRACTOR** shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the **CONTRACTOR** by the terms of the Contract Documents, and to assume toward the **CONTRACTOR** all the obligations and responsibilities which the **CONTRACTOR**, by the Contract Documents, assumes toward **SARAA**. Each subcontract agreement shall preserve and protect the rights of **SARAA** under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the **CONTRACTOR**, that the **CONTRACTOR**, by the Contract Documents, has against **SARAA**. Where appropriate, the **CONTRACTOR** shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The **CONTRACTOR** shall make available to each proposed subcontractor, prior to the execution of the subcontractor agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractor shall similarly make copies of applicable portions of such documents available to the respective proposed sub-subcontractors.

**6.5 PATENT FEES AND ROYALTIES:**

**CONTRACTOR** shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of **SARAA** its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by **SARAA** in the Contract Documents. **CONTRACTOR** shall indemnify and hold harmless **SARAA** and anyone directly or indirectly employed by them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

**6.6 PERMITS, INSPECTION FEES, AND UTILITY CONNECTIONS:**

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SARAA will obtain and pay for all construction permits and licenses as shown in the documents. SARAA shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility owners for connections to the work, and SARAA shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

**6.7 LAWS AND REGULATIONS:**

- 6.7.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, SARAA shall not be responsible for monitoring CONTRACTOR compliance with any Laws or Regulations, whether or not said Laws and Regulations are specifically referenced herein.
- 6.7.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give SARAA prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated. If CONTRACTOR performs any work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to SARAA, CONTRACTOR shall bear all costs arising therefrom.
- 6.7.3 Any claim arising from the performance of this work shall be filed with the Court of Common Pleas in the Commonwealth of Pennsylvania.

**6.8 TAXES:**

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the work.

**6.9 USE OF PREMISES:**

- 6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work. Should any claim be made against SARAA by any such Owner or occupant because of the performance of the work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by law. Should any claim be made against SARAA by any such owner or occupant because of the performance of the work, CONTRACTOR shall promptly attempt to settle with such other party, and if unsuccessful, shall defend, hold harmless and indemnify SARAA from any and all claims, demands and/or damages resulting therefrom.
- 6.9.2 During the progress of the work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by SARAA. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

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**6.10 RECORD DOCUMENTS:**

**CONTRACTOR** shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Directive Changes, Field Orders and written interpretations and clarifications (issued) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to **SARAA** for reference and as a condition precedent to final payment these record documents, samples and Shop Drawings will be delivered to **SARAA**.

**6.11 SAFETY AND PROTECTION:**

6.11.1 **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. **CONTRACTOR** shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.11.1.1 All employees on the work and other persons who may be affected thereby,

6.11.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.11.1.3 Other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 **CONTRACTOR** shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. **CONTRACTOR** shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by **CONTRACTOR**, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by **CONTRACTOR**. **CONTRACTOR** duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and **SARAA** has issued a notice to **SARAA** and **CONTRACTOR** that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.11.3 **CONTRACTOR** shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be **CONTRACTOR** superintendent unless otherwise designated in writing by **CONTRACTOR** to **SARAA**. For the General Construction Contractor, this person shall have no other duties than that of the safety representative. For all other Contractors (except those involved in demolition and/or hazardous materials/waste work), the safety representative may have other duties.

**6.12 EMERGENCIES:**

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, **CONTRACTOR**, without special instruction or authorization from **SARAA**, is obligated to act to prevent threatened damage, injury or loss. **CONTRACTOR** shall give **SARAA** prompt written notice if **CONTRACTOR** believes that any significant changes in the work or variations from the Contract Documents have been caused thereby. If **SARAA** determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Construction Change Directive or Change Order will be issued to document the consequences of the changes or variations.



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**6.13 SHOP DRAWINGS AND SAMPLES:**

- 6.13.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, **CONTRACTOR** shall submit to **SARAA** for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that **CONTRACTOR** has satisfied **CONTRACTOR** responsibilities under the Contract Documents with respect to the review of the submission. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable **SARAA** to review the information as required.
- 6.13.2 **CONTRACTOR** shall also submit to **SARAA** for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that **CONTRACTOR** has satisfied **CONTRACTOR** responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.13.3 Before submission of each Shop Drawing or sample **CONTRACTOR** shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the work and the Contract Documents.
- 6.13.4 At the time of each submission, **CONTRACTOR** shall give **SARAA** specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted of each such variation.
- 6.13.5 **SARAA** will review and approve Shop Drawings and samples within 28 calendar days of receipt, but **SARAA's** review and approval will be only for general conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. **CONTRACTOR** shall make corrections required by **SARAA** and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. **CONTRACTOR** shall direct specific attention in writing to revisions other than the corrections called for by **SARAA** on previous submittals.
- 6.13.6 **SARAA's** review and approval of Shop Drawings or samples shall not relieve **CONTRACTOR** from responsibility for any variation from the requirements of the Contract Documents unless **CONTRACTOR** has in writing called **SARAA's** attention to each such variation at the time of submission as required by Paragraph 6.13.4 and **SARAA** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by **SARAA** relieve **CONTRACTOR** from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions.
- 6.13.7 Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to **SARAA's** review and approval of the pertinent submission will be the sole risk, expense and responsibility of **CONTRACTOR**.

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**6.14 CONTINUING THE WORK:**

**CONTRACTOR** shall carry on the work and adhere to the progress schedule during all disputes or disagreements with **SARAA**. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted or as **CONTRACTOR** and **SARAA** may otherwise agree in writing.

**6.15 INDEMNIFICATION:**

6.15.1 To the fullest extent permitted by Laws and Regulations **CONTRACTOR** shall indemnify and hold harmless **SARAA**, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of **CONTRACTOR**, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work 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 or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. The **CONTRACTOR** shall indemnify and hold harmless **SARAA** and **SARAA's** lenders against any and all assertion of claims for mechanics liens by subcontractors, sub-subcontractors or material suppliers, and against any assertion of security interests by suppliers of goods and/or materials.

6.15.2 In any and all claims against **SARAA** or any of their consultants, agents or employees, by any employee of **CONTRACTOR**, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for **CONTRACTOR** or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.15.3 This indemnification shall be independent of, and not limited by, any obligation to provide insurance coverage under the Contract Documents.

**ARTICLE 7 - OTHER WORK**

**7.1 RELATED WORK AT SITE:**

7.1.1 **SARAA** may perform other work related to the Project at the site by **SARAA's** own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to **CONTRACTOR** prior to starting any such other work; and, if **CONTRACTOR** believes that such performance will involve additional expense to **CONTRACTOR** or requires additional time and the parties are unable to agree as to the extent thereof, **CONTRACTOR** may request an equitable adjustment as provided.

7.1.2 **CONTRACTOR** shall afford each utility owner and other **CONTRACTOR** who is a party to such a direct contract (or **SARAA**, if **SARAA** is performing the additional work with **SARAA's** employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. **CONTRACTOR** shall do all cutting, fitting and patching of the work that may be required to make its several parts come together properly and integrate with such other work. **CONTRACTOR** shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of **SARAA** and the others whose work will be affected. The duties and responsibilities of **CONTRACTOR** under this paragraph are for

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the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of **CONTRACTOR** in said direct contracts between **SARAA** and such utility owners and other contractors.

- 7.1.3 If any part of **CONTRACTOR** work depends for proper execution or results upon the work of any such other **CONTRACTOR** or utility owner (or **SARAA**), **CONTRACTOR** shall inspect and promptly report to **SARAA** in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. **CONTRACTOR** failure so to report will constitute an acceptance of the other work as fit and proper for integration with **CONTRACTOR** work except for latent or non-apparent defects and deficiencies in the other work.

**7.2 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:**

- 7.2.1 **SARAA** reserves the right to perform construction or operations related to the Project with **SARAA's** own forces, and to award separate contracts in connection with other portions of the Project, other construction or operations on the site. If the **CONTRACTOR** claims a delay or additional costs are involved because of such action by **SARAA**, the **CONTRACTOR** shall request an equitable adjustment as provided elsewhere in the Contract Documents.
- 7.2.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "**CONTRACTOR**" in the **CONTRACTOR** Documents in each case shall mean the **CONTRACTOR** who executes each separate **SARAA CONTRACTOR** Agreement.
- 7.2.3 **SARAA** shall provide for coordination of the activities of **SARAA's** own forces and all other **CONTRACTORS** with the work of the **CONTRACTOR**. The **CONTRACTOR** shall participate with other contractors and **SARAA** in reviewing their construction schedules when directed to do so. The **CONTRACTOR** shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the **CONTRACTOR**, separate contractors and **SARAA** until subsequently revised.
- 7.2.4 Unless otherwise provided in the Contract Documents, when **SARAA** performs construction or operations related to the Project with **SARAA's** own forces, **SARAA** shall be deemed to be subject to the same obligations and to have the same rights which apply to the **CONTRACTOR** under the Construction Documents.

**ARTICLE 8 - SARAA'S RESPONSIBILITIES**

**SARAA's** Construction Manager (**CM**) shall issue all communications to **CONTRACTOR**.

**ARTICLE 9 – DESIGNER OF RECORD AND CM**

**9.1 SARAA'S REPRESENTATIVE:**

- 9.1.1 **CM** will be **SARAA'S** representative agent during the construction period. The duties and responsibilities and the limitations of authority of **CM** as **SARAA'S** representative during construction are set forth in the Contract Documents and shall not be extended without written consent of **SARAA** and **CM**.
- 9.1.2 The **CM** shall coordinate the sequence of the Work and assignment of space where the Work is being performed. The **CM** shall coordinate the Work of the Contractor and, with the assistance of **SARAA**, resolve all disputes involving coordination conflicts.

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9.1.3 The **CM**, as **SARAA's** representative shall coordinate activities of the Contractor with those of **SARRA**, the **CM** and the **DESIGNER OF RECORD**.

**9.2** **VISITS TO SITE:**

**NOT USED**

**9.3** **PROJECT REPRESENTATION:**

**NOT USED**

**9.4** **CLARIFICATIONS AND INTERPRETATIONS:**

**SARAA** will issue with such reasonable promptness as to cause no delay in the **CONTRACTOR** work or the work of **SARAA's** forces, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as **SARAA** may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If **CONTRACTOR** believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time, **CONTRACTOR** may request an equitable adjustment as provided.

**9.5** **AUTHORIZED VARIATIONS IN WORK:**

**SARAA** may authorize minor variations in the work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on **SARAA**, and also on **CONTRACTOR** who shall perform the work involved promptly. If **CONTRACTOR** believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, **CONTRACTOR** may request an equitable adjustment therefore as provided.

**9.6** **REJECTING DEFECTIVE WORK:**

9.6.1 The **DESIGNER OF RECORD** or **CM** shall recommend to **SARAA** the rejection of Work not conforming to the Contract Documents. Whenever the **DESIGNER OF RECORD** and **CM** consider it necessary or advisable for implementation of the intent of the Contract Documents, they will recommend to **SARAA** additional inspections or testing of the Work in accordance with the Contract Documents, whether or not such Work is in progress or completed. However, no decision made in good faith by the **DESIGNER OF RECORD** or the **CM** either to make or withhold such recommendations, shall give rise to a duty or responsibility on their part to the **CONTRACTOR**, Subcontractors, material and/or equipment suppliers, their agents, employees or other persons performing portions of the Work.

9.6.2 **SARAA** shall regularly inspect the progress and character of the work of each Contractor to determine that it is being performed in accordance with the requirements of the Contract Documents. **SARAA** will notify the **CONTRACTOR** of defects or deficiencies in the work. The **CONTRACTOR** shall promptly correct any defects or deficiencies identified by the **SARAA** at no added cost to **SARAA**. **SARAA** shall have authority, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. **SARAA** shall recommend to reject work that does not conform to the requirements of the Contract Documents. **SARAA** shall have the authority to immediately reject non-conforming work.

**9.7** **DETERMINATIONS FOR UNIT PRICES (IF REQUIRED):**

**CM** will determine the actual quantities and classifications of the Unit Price Work performed by **CONTRACTOR**. **CM** will review with **CONTRACTOR**, **CM** preliminary determinations on such matters

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before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). **CM** written decisions thereon will be final and binding upon **SARAA** and **CONTRACTOR**.

**9.8**     **DECISIONS ON DISPUTES:**

- 9.8.1     **SARAA** will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the work and claims with respect to changes in the Contract Price or Contract Time will be referred initially to **SARAA** in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute and other matter will be delivered by the claimant to **SARAA** and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto. Any claim which has costs tied said claim which are tracked via time and materials costs incurred by the Contractor must be brought to the attention of **SARAA** immediately or said costs will not be eligible for claim if not directly witnessed by **SARAA** or their **CM**. Written supporting data will be submitted to **SARAA** and the other party within ten (10) days after such occurrence ends unless **SARAA** allows an additional period of time to ascertain more accurate data in support of the claim. After receipt of all necessary supporting data, **SARAA** will make a recommendation as to the disposition of the claim within a reasonable period of time. **SARAA** will then render a decision as to the disposition of the claim. This decision shall be considered final.
- 9.8.2     The rendering of a decision by **SARAA** with respect to any claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided) will be a condition precedent to any exercise by **SARAA** or **CONTRACTOR** of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter. This includes filing a claim as described.
- 9.8.3     **SARAA** shall review, evaluate and document claims asserted by the contractor. The **CONTRACTOR** shall promptly provide all requested information necessary to review, evaluate and document any claims. **SARAA** shall notify the **CONTRACTOR** promptly, in writing, of the decision of **SARAA** regarding any claims filed.
- 9.8.4     Pending final resolution of any claim, dispute, or other matter, the **CONTRACTOR** shall, unless otherwise agreed in writing with **SARAA**, diligently proceed with performance of its obligations under the Contract Documents. Failure to do so shall constitute a material breach of Contract.

**9.9**     **LIMITATIONS ON SARAA’S RESPONSIBILITIES:**

- 9.9.1     Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgment of either **SARAA** as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to **SARAA CM, or DESIGNER OF RECORD** any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions.
- 9.9.2     **SARAA, CM, or DESIGNER OF RECORD** will not be responsible for **CONTRACTOR'S** means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, **SARAA, CM, or DESIGNER OF RECORD** will not be responsible for **CONTRACTOR'S** failure to perform or furnish the work in accordance with the Contract Documents.

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9.9.3 **SARAA CM, or DESIGNER OF RECORD** will not be responsible for the acts or omissions of **CONTRACTOR** or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the work.

**9.10 OTHER RESPONSIBILITIES**

9.10.1 **SARAA** shall have such other responsibilities as are set forth in the Contract Documents.

9.10.2 **SARAA** shall schedule and **CONTRACTOR** shall attend pre-construction conferences to discuss, procedures, scheduling, coordination, mobilization, and commencement of construction activities.

9.10.3 **SARAA** shall schedule and **CONTRACTOR** shall attend weekly meetings among the Contractors to discuss such matters as procedures, progress, coordination and scheduling.

9.10.4 **NOT USED**

9.10.5 Consistent with the various bid documents, and utilizing information from the Contractors, **SARAA** shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing work. The **CONTRACTOR** shall cooperate with **SARAA**, complying with **SARAA** directives, and shall coordinate **CONTRACTOR** work with all other contractors work. **SARAA** shall have the final authority to resolve all contractor disputes involving coordination conflicts.

9.10.6 **SARAA** shall endeavor to obtain satisfactory performance from each of the Contractors. **SARAA** shall recommend courses of action to the **CONTRACTOR** when requirements of a Construction Contract are not being fulfilled. The **CONTRACTOR** shall implement these recommendations or notify **SARAA** in writing immediately. **SARAA** reserves the right to execute any recommended action **SARAA** deems necessary to complete the **CONTRACTOR** work in accordance with the **CONTRACT**.

9.10.7 **NOT USED**

9.10.8 **NOT USED**

9.10.9 **SARAA** shall review the safety programs developed by each **CONTRACTOR** for purposes of coordinating the safety programs with those of the other **CONTRACTORS**, and for compliance with the Safety Program developed for the Project. The **CONTRACTOR** shall provide **SARAA** with a site-specific safety program that complies with all federal and state requirements and the **SARAA** safety program.

9.10.10 **NOT USED**

9.10.11 **SARAA** shall review all **CONTRACTOR** requests for changes in the contract price and if they are accepted, prepare Change Orders and Construction Change Directives which incorporate modifications to the Documents; provided that **SARAA** shall not have the obligation to approve, and **CONTRACTOR** should not expect **SARAA** to approve, any changes in the contract price because this is a fixed price contract with the **CONTRACTOR** assuming all risks, including unforeseen conditions.

9.10.12 **SARAA** shall receive **CONTRACTOR** certificates of insurance and review for compliance with the requirements of the Contract Documents.

9.10.13 **SARAA** shall establish procedures for processing and approval of Shop Drawings, Product Data, Samples and other submittals. **SARAA** shall receive, and **SARAA** shall approve, all Shop Drawings, Product Data, Samples and other submittals from the Contractors.

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9.10.14 **NOT USED**

9.10.15 **SARAA's** maintenance personnel shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.

9.10.16 When each Contractor warrants that Contractor's work or a designated portion thereof is substantially complete, **SARAA** shall, jointly with the **CONTRACTOR**, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. Once the **CONTRACTOR** has completed the listed items, **SARAA** shall inspect the work to determine whether the work or designated portion thereof is substantially complete.

9.10.17 The **CONTRACTOR** shall notify **SARAA** that the work is correct and complete and ready for Final Inspection. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, **SARAA** shall evaluate the completion of the work of the Contractors and make recommendations to **SARAA** when the work is ready for final inspection. When **SARAA** agrees that the work has reached final completion, **SARAA** shall notify the **CONTRACTOR** of such acceptance.

9.10.18 **SARAA** shall certify the **CONTRACTOR's** final Application for Payment upon compliance with all requirements of the Contract Documents.

9.10.19 **NOT USED**

9.10.20 **Substantial/Final Completion - SARAA** shall conduct inspections to determine the date or dates of substantial completion and the date of final completion. **SARAA** shall review the Contractors' punch lists for substantial completion and for final completion of the Project and agree that the work, or a designated portion thereof, is sufficiently complete and in conformance with the Contract Documents so that **SARAA** can occupy or utilize the work for its intended use.

9.10.21 **Manuals & Warranties - CONTRACTOR** shall forward to the Owner all operators' manuals, warranties, and similar documents and/or submittals required by the Contract Documents.

**ARTICLE 10 - CHANGES IN THE WORK**

**10.1 CHANGES**

10.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or Written Amendment, subject to the limitations stated in this Article 10 and elsewhere in the Contract Documents.

10.1.2 A Change Order shall be based upon agreement among **SARAA and CONTRACTOR**; a Construction Change Directive requires agreement by **SARAA**, as to cost and as to scope, and may or may not be agreed to by the **CONTRACTOR**.

10.1.3 Changes in the work shall be performed under applicable provisions of the Contract Documents, and the **CONTRACTOR** shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the work.

10.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to **SARAA** or **CONTRACTOR**, the applicable unit prices shall be equitably adjusted as described in Article 11.

**10.2 CHANGE ORDERS**

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- 10.2.1 A Change Order is a written instrument prepared and signed by **SARAA** and **CONTRACTOR**, stating their agreement upon all of the following:
- 10.2.1.1 a description of the change in the work;
  - 10.2.1.2 the amount of the adjustment in the Contract Sum, if any; and
  - 10.2.1.3 the extent of the adjustment in the Contract Time, if any.
- 10.2.2 Methods used in determining adjustments to the Contract Sum may include those listed.

**10.3 CONSTRUCTION CHANGE DIRECTIVES**

- 10.3.1 A Construction Change Directive is a written order prepared by and signed by **SARAA**, directing a change in the work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. **SARAA** may by a Construction Change Directive, without invalidating the Contract, order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 10.3.2 A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.
- 10.3.3 If the Construction Change Directive or Change Order provides for an adjustment of the Contract Sum, the adjustment shall be based on one of the following methods:
- 10.3.3.1 mutual acceptance of a lump sum properly itemized and supported by substantiating data to permit evaluation;
  - 10.3.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;
  - 10.3.3.3 costs to be determined in a manner agreed upon by the parties and an acceptable fixed or percentage fee; or
  - 10.3.3.4 as provided in Subparagraph 10.3.6.
- 10.3.4 Upon receipt of a Construction Change Directive, the **CONTRACTOR** shall promptly proceed with the change in the work involved and advise **SARAA** of the **CONTRACTOR** agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 10.3.5 A Construction Change Directive signed by the **CONTRACTOR** indicates the agreement of the **CONTRACTOR** therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 10.3.6 The **CONTRACTOR** will, within three (3) days after receipt of **SARAA**'s communication, submit a lump sum bid covering the extra work or work to be deleted. This bid will be itemized for the various components of work and segregated by labor, material and equipment in a detailed format satisfactory to **SARAA**. Such format will include a material and labor quantity take-off and related pricing information and extensions (by drawing if applicable). The **CONTRACTOR** will furnish his itemized lump sum bid and the similarly detailed proposals of any subcontractors or material suppliers. The **CONTRACTOR** may include in his labor bid the net estimated actual cost of only those workmen and working foremen directly involved in the work (excluding general foremen, superintendent, project manager, etc.). **CONTRACTOR** may include appropriate amounts for ownership or rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with



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an individual purchase cost of more than \$1,000). Major equipment rates shall be calculated at Blue Book value for operating and standby values and adjusted based on the HIA geographic area and actual age of equipment. Use of small tools (defined as tools and equipment with an individual purchase cost of less than \$1,000) is to be considered covered by the **CONTRACTOR** overhead and profit to be added to allowable change order costs.

As a further clarification, the **CONTRACTOR** overhead and profit is intended to cover any other of the **CONTRACTOR** costs not specifically enumerated above. Those items considered covered by the **CONTRACTOR** overhead and profit include but are not limited to: Home office and branch office overhead expense of any kind; coordination; expediting; purchasing; detailing; legal; accounting, data processing or other administrative expenses; pick-up truck costs; and profit. Overhead shall not exceed ten percent (10%) of the lump sum bid. Profit shall not exceed five percent (5%) of the lump sum bid. The combined overhead and profit on work performed by a subcontractor shall not exceed five percent (5%). If any of the extra work included in the lump sum bid is covered by a contract unit price, **SARAA** may elect to use the selected contract unit prices within the lump sum bid.

10.3.7 Pending final determination of cost to **SARAA**, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the **CONTRACTOR** to **SARAA** for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by **SARAA**. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change. Also, if the amount of either the credit or the addition is in dispute, the amount of the other non-disputed item may not be included in Applications for Payment.

10.3.8 **NOT USED**

10.3.9 When **SARAA** and **CONTRACTOR** agree with the determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

**10.4 MINOR CHANGES IN THE WORK**

**SARAA** will have authority to order minor changes in the work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on **SARAA** and **CONTRACTOR**. The **CONTRACTOR** shall carry out such written orders promptly. **SARAA** must give **CONTRACTOR** notice of any minor change in the work, which shall affect, in any manner, work to be performed by **CONTRACTOR** or **CONTRACTOR'S** subcontractors.

**10.5 BOND ADJUSTMENTS**

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be **CONTRACTOR'S** responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. **CONTRACTOR** shall furnish proof of such adjustment to **SARAA**.

**ARTICLE 11 – CASH ALLOWANCES & UNIT PRICES**

**11.1 CASH ALLOWANCES:**

11.1.1 It is understood that **CONTRACTOR** has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to **SARAA**. **CONTRACTOR** agrees that:

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11.1.2 The allowances include the cost to **CONTRACTOR** (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and a combined overhead and profit of no more than ten percent (10%).

11.1.3 **CONTRACTOR** costs for unloading and handling on the site, labor, installation costs, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by **SARAA** to reflect actual amounts due **CONTRACTOR** on account of work covered by allowances, and the Contract Price shall be correspondingly adjusted. The final contract adjustment for allowances shall not add or deduct overhead or profit to the contract.

**11.2 UNIT PRICE WORK:**

11.2.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by **CONTRACTOR** will be made by **CM**.

11.2.2 Each unit price will be deemed to include an amount considered by **CONTRACTOR** to be adequate to cover **CONTRACTOR** overhead and profit for each separately identified item.

11.2.3 Not used.

**ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

**12.1 CONTRACT TIME**

12.1.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to **SARAA** promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within ten (10) days after such occurrence (unless **SARAA** allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements.

12.1.2 The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of **CONTRACTOR** if a claim is made therefore as provided. Such delays shall include, but not be limited to, acts or neglect by **SARAA** or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, or acts of God **CONTRACTOR** shall demonstrate the claimed impact of time extensions by substantiating the net effect of claimed extension after incorporation into the work schedule allowing for adjustment to following activities. **SARAA** maintains the right to mitigate time extensions with "float" from following activities. Any and all 'float time' included within the Contract Time, any interim milestones, or in any schedule, belongs exclusively to **SARAA** and may be used as the **SARAA**, in its sole discretion, determines. No **CONTRACTOR** shall have any claim against **SARAA** on account of **SARAA's** use or allocation of any or all such 'float time'.

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12.1.3 Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under the Contract Documents, shall be the sole and exclusive remedy of the **CONTRACTOR** for any delay in the commencement, prosecution or completion of the work; hindrance or obstruction in the performance of the work; loss of productivity; or other similar claims whether or not such delays are the fault or responsibility of **SARAA** or any other person for whom **SARAA** is responsible. In no event shall the **CONTRACTOR** be entitled to any compensation or recovery of any damages from **SARAA** in connection with any delay, including without limitation, consequential damages, lost opportunity costs, loss of bonding capacity, lost profits, impact damages or other similar remuneration. **SARAA's** exercise of any of its rights or remedies under the Contract Documents, regardless of the extent or frequency of **SARAA's** exercise thereof, shall not be construed as a basis for any claim by the **CONTRACTOR** for any additional compensation or recovery of any damages from **SARAA**.

**12.2 UNUSUALLY SEVERE WEATHER:**

12.2.1 The **CONTRACTOR** assumes all risks of delays due to unfavorable weather conditions. If the **CONTRACTOR** experiences a critical path delay due to weather, the **CONTRACTOR** shall institute a recovery program to ensure that the work will be completed within the contract time. This may include additional shifts, working at night and/or on weekends, re-sequencing work, etc. The recovery program shall be implemented at no additional cost to **SARAA**.

**12.3 ADJUSTMENT OF CONTRACT COMPLETION:**

12.3.1 The contract completion time will be adjusted only for causes specified in this contract. Request for an extension of the contract completion date by the **CONTRACTOR** shall be supported with a justification, CPM data and supporting evidence as **SARAA** may deem necessary for determination as to whether or not the **CONTRACTOR** is entitled to an extension of time under the provisions of the contract. Submission of proof based on revised activity logic, durations and costs is obligatory prior to any review by **SARAA**. The **CONTRACTOR** must clearly demonstrate that re-sequencing of work or other available options will not eliminate the need for an extension of time. **SARAA's** determination as to the total number of days of contract extension will be based upon the current computer-produced calendar-dated schedule for the time period in question and all other relevant information. Actual delays in activities which, according to the computer-produced calendar-dated schedule, do not affect the extended and predicted contract completion dates shown by the critical path in the network, will not be the basis for a change to the contract completion date. **SARAA** will within a reasonable time after receipt of such justification and supporting evidence, review the facts and advise the **CONTRACTOR** in writing of **SARAA's** decision.

12.3.2 The **CONTRACTOR** shall submit each request for a change in the contract completion date to **SARAA** in accordance with provisions specified. The **CONTRACTOR** shall include, as a part of any change order bid which includes an extension of time, a sketch showing all CPM logic revisions, duration changes, and cost changes, for work in question and its relationship to other activities on the approved schedule.

**ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**13.1 WARRANTY AND GUARANTEE:**

**CONTRACTOR** warrants and guarantees to **SARAA** that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to **CONTRACTOR** by **SARAA**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

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**13.2 ACCESS TO WORK:**

SARAA and other representatives of SARAA, testing agencies and governmental agencies with jurisdictional interests will have access to the work at all times for their observation, inspecting and testing. **CONTRACTOR** shall provide proper and safe conditions for such access.

**13.3 TESTS AND INSPECTIONS:**

- 13.3.1 **CONTRACTOR** shall give SARAA timely notice of readiness of the work for all required inspections, tests or approvals.
- 13.3.2 If Laws or Regulations of any public body having jurisdiction requires any work (or part thereof) to specifically be inspected, tested or approved, **CONTRACTOR** shall assume full responsibility therefore, pay all costs in connection therewith and furnish the required certificates of inspection, testing or approval. **CONTRACTOR** shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with SARAA'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to **CONTRACTOR** purchase thereof for incorporation in the work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by **CONTRACTOR** (unless otherwise specified).
- 13.3.3 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to SARAA and **CONTRACTOR**.
- 13.3.4 If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of SARAA, it must, if requested by SARAA, be uncovered for observation. Such uncovering shall be at **CONTRACTOR'S** expense unless **CONTRACTOR** has given timely notice of **CONTRACTOR'S** intention to cover the same and SARAA has not acted with reasonable promptness in response to such notice.
- 13.3.5 Neither observations by SARAA nor inspections, tests or approvals by others shall relieve **CONTRACTOR** from **CONTRACTOR** obligations to perform the work in accordance with the Contract Documents.

**13.4 UNCOVERING WORK:**

- 13.4.1 If any work is covered contrary to the written request of SARAA, it must, if requested by SARAA, be uncovered for observation and replaced at **CONTRACTOR'S** expense.
- 13.4.2 If SARAA considers it necessary or advisable that covered work be observed by SARAA or inspected or tested by others, **CONTRACTOR**, at SARAA's request, shall uncover, expose or otherwise make available for observation, inspection or testing as SARAA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, **CONTRACTOR** shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and SARAA shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may request an equitable adjustment as provided. If, however, such work is not found to be defective, **CONTRACTOR** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, **CONTRACTOR** may request an equitable adjustment therefore as provided.

**13.5 SARAA MAY STOP THE WORK:**

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If the work is defective, or **CONTRACTOR** fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will not conform to the Contract Documents, or if, in the opinion of **SARAA**, a safety hazard exists that the **CONTRACTOR** must correct immediately, **SARAA** may order **CONTRACTOR** to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of **SARAA** to stop the work shall not give rise to any duty on the part of **SARAA** to exercise this right for the benefit of **CONTRACTOR** or any other party.

**13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

If required by **SARAA**, **CONTRACTOR** shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by the **SARAA**, remove it from the site and replace it with non-defective work. **CONTRACTOR** shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**13.7 ONE-YEAR CORRECTION PERIOD:**

13.7.1 If within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, **CONTRACTOR** shall promptly, without cost to **SARAA** and in accordance with **SARAA'S** or his agents written instructions, either correct such defective work, or, if it has been rejected by **SARAA**, remove it from the site and replace it with non-defective work. If **CONTRACTOR** does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, **SARAA** may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect costs and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by **CONTRACTOR**. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.7.2 Those items considered incomplete by **SARAA** upon certification of Substantial Completion shall not have their correction period commence until the date of Final Completion.

**13.8 ACCEPTANCE OF DEFECTIVE WORK:**

If, instead of requiring correction or removal and replacement of defective work, **SARAA** (and, prior to **CM's** recommendation of final payment) prefers to accept it, **SARAA** may do so. **CONTRACTOR** shall bear all direct, indirect and consequential costs attributable to **SARAA's** evaluation of and determination to accept such defective work (such costs to be approved by **SARAA** as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to **SARAA's** recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and **SARAA** shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, **SARAA** may request an equitable adjustment therefore as provided. If the acceptance occurs after such recommendation, an appropriate amount will be paid by **CONTRACTOR** to **SARAA**.

**13.9 SARAA MAY CORRECT DEFECTIVE WORK:**

If **CONTRACTOR** fails within a reasonable time after written notice of **SARAA** to proceed to correct defective work or to remove and replace rejected work as required by **SARAA** or if **CONTRACTOR** fails to perform the work in accordance with the Contract Documents or if **CONTRACTOR** fails to comply with any other provision

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of the Contract Documents, SARAA may, after seven (7) days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph SARAA shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, SARAA may exclude CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which SARAA has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow SARAA, SARAA's representatives, agents and employees such access to the site as may be necessary to enable SARAA to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of SARAA in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by SARAA, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and SARAA shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, SARAA may request an equitable adjustment therefore as provided. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR defective work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by SARAA of SARAA's rights and remedies hereunder.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

**14.1 SCHEDULES OF VALUES:**

Before the first Application for Progress Payment, the CONTRACTOR shall submit to the CM a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the CM, DESIGNER OF RECORD and/or SARAA may require. This schedule unless objected to by SARAA, the CM, and/or the DESIGNER OF RECORD shall be used as a basis for reviewing the CONTRACTOR Applications for Progress Payment.

**14.2 APPLICATION FOR PROGRESS PAYMENT:**

14.2.1 At least twenty (20) days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CM for review an Application for Payment, for the previous calendar month's work, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application shall also be accompanied by a bill of sale, invoice or other documentation warranting that SARAA has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect SARAA's interest therein, all of which will be satisfactory to SARAA. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.2 All supporting documentation must be submitted and approved before payment is released. All supporting payrolls, DBE and EEO forms and transmittal need to be completed and submitted with Application for Payment.

**14.3 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

14.3.1 CM will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to DESIGNER OF RECORD, or return the Application to CONTRACTOR indicating in writing reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Five

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(5) days after receipt of each Application for Payment, the **DESIGNER OF RECORD** will review the Application and either recommend approval and forward the Application to **SARAA** or refuse to approve the Application. In the latter case, **CONTRACTOR** may make the necessary changes and resubmit the Application. Ten (10) days after presentation of the Application for Payment with **CM** and **DESIGNER OF RECORD** recommendation, the amount recommended will (subject to the provisions) become due and when due will be paid by **SARAA** to **CONTRACTOR** in accordance with the Agreement Article 5. No amount shall be deemed due and owing from **SARAA** until said Application for Payment is certified for payment by the **CM**.

- 14.3.2 **CM** recommendation of any payment requested in an Application for Payment will constitute a representation to **SARAA**, based on on-site observations of the Work in progress that the Work has progressed to the point indicated; that, to the best of **CM** 's knowledge, information and belief, the quality of the Work is in general accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to the results of any subsequent tests called for in the Contract Documents, and subject to a final determination of quantities and classifications for Unit Price Work, and subject to any other qualifications stated in the recommendation); and that **CONTRACTOR** is entitled to payment of the amount recommended. However, by recommending any such payment **CM** will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, beyond the responsibilities specifically assigned to **CM** in the Contract Documents or that there may not be other matters or issues between the parties that might entitle **CONTRACTOR** to be paid additionally by **SARAA** or **SARAA** to withhold payment from **CONTRACTOR**.
- 14.3.3 **DESIGNER OF RECORD'S** recommendation of final payment will constitute an additional representation by **DESIGNER OF RECORD** to **SARAA** that the conditions precedent to **CONTRACTOR'S** being entitled to final payment as set forth have been fulfilled.
- 14.3.4 **SARAA** may refuse the whole or any part of any payment if, in **SARAA**'s opinion, it would be incorrect to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in **SARAA**'s opinion to protect **SARAA** from loss because:
- 14.3.4.1 The work is defective, or completed work has been damaged requiring correction or replacement,
  - 14.3.4.2 The Contract Price has been reduced by Written Amendment or Change Order,
  - 14.3.4.3 **SARAA** has been required to correct defective work or complete the work, or
  - 14.3.4.4 **SARAA**'s actual knowledge of the occurrence of any of the events enumerated inclusive.
  - 14.3.4.5 **SARAA** did not receive all supporting payrolls, DBE and EEO forms. All forms need to be complete and submitted along with the Application for Payment.
  - 14.3.4.6 Claims have been made against **SARAA** on account of **CONTRACTOR** performance or furnishing of the work or Liens have been filed in connection with the work or there are other items entitling **SARAA** to a set-off against the amount recommended, but **SARAA** must give **CONTRACTOR** immediate written notice stating the reasons for such action.

**14.4 CONTRACTOR'S WARRANTY OF TITLE:**

- 14.4.1 **CONTRACTOR** warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to **SARAA** no later than the time of payment free and clear of all Liens. **CONTRACTOR** shall provide executed lien releases

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with each progress application for all funds received from the previous application for payment, in a form acceptable to SARAA.

**14.5 SUBSTANTIAL COMPLETION:**

- 14.5.1 When **CONTRACTOR** considers the entire work ready for **SARRA's** intended use **CONTRACTOR** shall notify **SARAA** in writing that the entire work is substantially complete (except for items specifically listed by **CONTRACTOR** as incomplete) and request that **SARAA** issue a certificate of Substantial Completion. Within a reasonable time thereafter, **SARAA** and **CONTRACTOR** shall make an inspection of the work to determine the status of completion. If **SARAA** does not consider the work substantially complete, **SARAA** will notify **CONTRACTOR** in writing giving the reasons therefore. If **SARAA** considers the work substantially complete, **SARAA** will prepare and deliver to **CONTRACTOR** a tentative Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. **CONTRACTOR** shall have fourteen (14) days after receipt of the tentative certificate during which to make written objection to **SARAA** as to any provisions of the certificate or attached list. If, after considering such objections, **SARAA** concludes that the work is not substantially complete, **SARAA** will within fourteen (14) days after submission of the tentative certificate to **SARAA** to notify the **CONTRACTOR** in writing, stating the reasons therefore. At the time of delivery of the tentative certificate of Substantial Completion, **SARAA** will deliver to **CONTRACTOR** a written recommendation as applicable, as to division of responsibilities pending final payment between **SARAA** and **CONTRACTOR** with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless **SARAA** and **CONTRACTOR** agree otherwise in writing aforesaid recommendation will be binding on **SARAA** and **CONTRACTOR** until final payment.
- 14.5.2 **SARAA** shall have the right to exclude **CONTRACTOR** from the work after the date of Substantial Completion, but **SARAA** shall allow **CONTRACTOR** reasonable access to complete or correct items on the tentative list.

**14.6 PARTIAL UTILIZATION:**

- 14.6.1 Use by **SARAA** of any finished part of the work, which has specifically been identified in the Contract Documents, or which **SARAA** and **CONTRACTOR** agree constitutes a separately functioning and useable part of the work that can be used by **SARAA** without significant interference with **CONTRACTOR** performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:
- 14.6.1.1 **SARAA** at any time may request **CONTRACTOR** in writing to permit **SARAA** to use any such part of the work which **SARAA** believes to be ready for its intended use and substantially complete. If **CONTRACTOR** agrees, **CONTRACTOR** will certify to **SARAA** that said part of the work is substantially complete and request an issue of a certificate of Substantial Completion for that part of the work. **CONTRACTOR** at any time may notify **SARAA** in writing that **CONTRACTOR** considers any such part of the work ready for its intended use and substantially complete and request that the **SARAA** issue a certificate of Substantial Completion for that part of the work. Within a reasonable time after either such request, **SARAA** and **CONTRACTOR** shall make an inspection of that part of the work to determine its status of completion. If **SARAA** does not consider that part of the work to be substantially complete, **SARAA** will notify **CONTRACTOR** in writing giving the reasons therefore. **SARAA** considers that part of the work to be substantially complete, the provisions of Article 14.5 will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.
- 14.6.1.2 **SARAA** may at any time request **CONTRACTOR** in writing to permit **SARAA** to take over



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operation of any such part of the work although it is not substantially complete. A copy of such request will be sent to **CONTRACTOR** and within a reasonable time thereafter **SARAA and CONTRACTOR** shall make an inspection of that part of the work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If **CONTRACTOR** does not object in writing to **SARAA** that such part of the work is not ready for separate operation by **SARAA** will finalize the list of items to be completed or corrected and will deliver such list to **SARAA and CONTRACTOR** together with a written recommendation as to the division of responsibilities pending final payment between **SARAA and CONTRACTOR** with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the work which will become binding upon **SARAA and CONTRACTOR** at the time when **SARAA** takes over such operation. During such operation and prior to Substantial Completion of such part of the work, **SARAA** shall allow **CONTRACTOR** reasonable access to complete or correct items on said list and to complete other related work.

- 14.6.4 No occupancy or separate operation of part of the work will be accomplished prior to compliance with the requirements in respect of property insurance.

**14.7 FINAL INSPECTION:**

Upon written notice from **CONTRACTOR** that the entire work or an agreed portion thereof is complete, **SARAA** will make a final inspection with the **CONTRACTOR** and will notify **CONTRACTOR** in writing of all particulars in which this inspection reveals that the work is incomplete or defective. **CONTRACTOR** shall immediately take such measures as are necessary to remedy such deficiencies.

**14.8 FINAL APPLICATION FOR PAYMENT:**

After **CONTRACTOR** has completed all such corrections to the satisfaction of **SARAA** and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents (as provided) and other documents, all as required by the Contract Documents, and after **SARAA** has indicated that the work is acceptable (subject to the provisions), **CONTRACTOR** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as **SARAA** may reasonably require, together with complete and legally effective releases or waivers (satisfactory to **SARAA**) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by **SARAA**, **CONTRACTOR** may furnish: (a) receipts or releases in full; (b) an affidavit of **CONTRACTOR** that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which **SARAA** or **SARAA's** property might in any way be responsible, have been paid or otherwise satisfied; and (c) consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, **CONTRACTOR** may furnish a Bond or other collateral satisfactory to **SARAA** to indemnify **SARAA** against any Lien. All supporting documents; i.e., certified payrolls, DBE Forms, EEO Forms, etc., must be submitted correctly and approved along with the application for payment.

**14.9 FINAL PAYMENT AND ACCEPTANCE:**

If, on the basis of **SARAA's** observation of the work during construction and final inspection, and **SARAA's** review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, **SARAA** is satisfied that the work has been completed and **CONTRACTOR's** other obligations under the Contract Documents have been fulfilled, **SARAA** will, within ten (10) days after receipt of the final Application for Payment, give written notice to **CONTRACTOR** that the work is acceptable subject to the provisions. Otherwise, **SARAA** will inform **CONTRACTOR**, indicating in writing the reasons for refusing to recommend final payment, in which case **CONTRACTOR** shall make the necessary corrections and resubmit the

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request for payment. Forty-Five (45) days after presentation to SARAA of the Application and accompanying documentation, in appropriate form and substance, and with SARAA's recommendation and notice of acceptability, the amount recommended will become due and will be paid by SARAA to CONTRACTOR.

**14.10 NOT USED**

**14.10 CONTRACTOR'S CONTINUING OBLIGATION:**

CONTRACTOR'S obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by SARAA, nor the issuance of a certificate of Substantial Completion, nor any payment by SARAA to CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by SARAA, nor any act of acceptance by SARAA nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by SARAA, nor any correction of defective work by SARAA will constitute an acceptance of work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the work in accordance with the Contract Documents (except as provided).

**14.11 WAIVER OF CLAIMS:**

14.11.1 The making and acceptance of final payment shall constitute:

14.11.1.1 A waiver of all claims by SARAA against CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by SARAA of any rights with respect to CONTRACTOR'S continuing obligations under the Contract Documents; and

14.11.1.2 A waiver of all claims by CONTRACTOR against SARAA other than those previously made in writing and still unsettled.

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

**15.1 SARAA MAY SUSPEND WORK:**

15.1.1 SARAA may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR, which will fix the date on which work will be resumed. CONTRACTOR shall resume the work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided.

**15.2 SARAA MAY TERMINATE:**

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

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- 15.2.1.3 If **CONTRACTOR** makes a general assignment for the benefit of creditors;
- 15.2.1.4 If a trustee, receiver, custodian or agent of **CONTRACTOR** is appointed under applicable law or under contract, whose appointment or authority to take charge of property of **CONTRACTOR** is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of **CONTRACTOR** creditors;
- 15.2.1.5 If **CONTRACTOR** admits in writing an inability to pay its debts generally as they become due;
- 15.2.1.6 If **CONTRACTOR** persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established in the Contract Documents);
- 15.2.1.7 If **CONTRACTOR** disregards Laws or Regulations of any public body having jurisdiction;
- 15.2.1.8 If **CONTRACTOR** disregards the authority of **SARAA**:
- 15.2.1.9 If **CONTRACTOR** otherwise violates in any substantial way any provisions of the Contract Documents, **SARAA** may, after giving **CONTRACTOR** (and the surety, if there be one) seven (7) days' written notice and to the extent permitted by Laws and Regulations, terminate the services of **CONTRACTOR**, exclude **CONTRACTOR** from the site and take possession of the work and of all **CONTRACTOR'S** tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by **CONTRACTOR** (without liability to **CONTRACTOR** for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which **SARAA** has paid **CONTRACTOR** but which are stored elsewhere, and finish the work as **SARAA** may deem expedient. In such case **CONTRACTOR** shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to **CONTRACTOR**. If such costs exceed such unpaid balance, **CONTRACTOR** shall pay the difference to **SARAA**. Such costs incurred by **SARAA** will be incorporated in a Change Order, but when exercising any rights or remedies under this paragraph **SARAA** will not be required to obtain the lowest price for the work performed.
- 15.2.2 Where **CONTRACTOR'S** services have been so terminated by **SARAA**, the termination will not affect any rights or remedies of **SARAA** against **CONTRACTOR** then existing or which may thereafter accrue. Any retention or payment of moneys due **CONTRACTOR** by **SARAA** will not release **CONTRACTOR** from liability.
- 15.2.3 Upon seven (7) days written notice to **CONTRACTOR**, **SARAA** may terminate the Agreement for convenience. In such case, **SARAA** shall reimburse the **CONTRACTOR** for work performed as of the date of termination in accordance with the Contract Documents. The **CONTRACTOR** shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers, turn over all plans, documents and files of whatever nature requested by **SARAA**, and take all such steps, including the legal assignment of its contractual rights, as **SARAA** may require for the purpose of fully vesting in **SARAA** the rights and benefits of the **CONTRACTOR**. The **CONTRACTOR** warrants that it will enter into no Subcontracts or other agreements that would adversely impact **SARAA's** rights or increase **SARAA's** obligations under this paragraph. In no event shall **SARAA** be liable to the **CONTRACTOR**

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for lost or anticipated profits or consequential damages, or for any amounts in excess of the compensation due the **CONTRACTOR** in accordance with the Contract Documents for the work performed as of the date of termination. The warranty and indemnity obligations of the **CONTRACTOR**, and its surety, shall survive and continue, notwithstanding any termination pursuant to this paragraph.

**15.3 CONTRACTOR MAY STOP WORK OR TERMINATE:**

If, through no act or fault of **CONTRACTOR**, the work is suspended for a period of more than ninety (90) days by **SARAA** or under an order of court or other public authority, or **SARAA** fails to act on any Application for Payment within sixty (60) days after it is submitted, or **SARAA** fails for sixty (60) days to pay **CONTRACTOR** any sum finally determined to be due, then **CONTRACTOR** may, upon seven (7) days' written notice to **SARAA**, terminate the Agreement and recover from **SARAA** payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if **SARAA** has failed to act on any Application for Payment or **SARAA** has failed to make any payment as aforesaid, **CONTRACTOR** may upon seven (7) days' written notice to **SARAA** and **CM** stop the work until payment of all amounts then due. The provisions of this paragraph shall not relieve **CONTRACTOR** of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with **SARAA**.

**ARTICLE 16 - MISCELLANEOUS**

**16.1 GIVING NOTICE:**

Whenever any provision of the Contract Documents requires the giving of written notice it will be deemed to have been validly given delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**16.2 COMPUTATION OF TIME:**

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be considered as calendar day. All calendar days shall be considered as workdays.

16.2.2 A calendar day of twenty-four hours as measured from midnight to the next midnight shall constitute a day. Unless noted otherwise, all hours within a day are working hours.

**16.3 GENERAL:**

16.3.1 Should **SARAA** or **CONTRACTOR** suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.3.2 The duties and obligation imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon **CONTRACTOR** and all of the rights and remedies available to **SARAA** hereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.

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16.3.3 The **CONTRACTOR** shall maintain an acceptable cost accounting system. **SARAA** shall have access to any books, documents, paper, and records of the Contractor, which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The **CONTRACTOR** shall maintain all required records for three years after **SARAA** makes final payment and all other pending matters are closed.

**SEE SUPPLEMENTARY CONDITIONS FOR AMENDMENTS AND/OR SUPPLEMENTS TO THE GENERAL CONDITIONS AND/OR ADDITIONAL INFORMATION.**

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**SUPPLEMENTARY CONDITIONS**

**1. Defined Terms:**

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**2. Supplements:**

These Supplementary Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

**ARTICLE 1 - DEFINITIONS**

**PLEASE ADD THE FOLLOWING DEFINITIONS TO THE GENERAL CONDITIONS.**

**SC-37 AASHTO** The American Association of State Highway and Transportation Officials, the successor association AASHTO.

**SC-38 ACCESS ROAD** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**SC-39 AIP** The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

**SC-40 ADVERTISEMENT** (Notice Of Invitation to Bid) A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished and stating the time and place for receipt of sealed bids.

**SC-41 AIR OPERATIONS AREA** 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.

**SC-42 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 may include a heliport.

**SC-43 AIRPORT DIRECTOR** means Executive Director or Director of Aviation of SARAA or the Harrisburg International Airport or his designated assistant.

**SC-44 ASTM** The American Society for Testing and Materials.

**SC-45 AWARD** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

**SC-46 BIDDER** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bids for the work contemplated. Used interchangeably with **PROPOSER**.

**SC-47 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

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thereon.

**SC-48 CALENDAR DAY** Every day shown on the calendar.

**SC-49 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.

**SC-50 CONTRACT** The term “CONTRACT” shall have the same meaning as the term “AGREEMENT”. 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

**SC-51 CONTRACT ITEM (PAY ITEM)** A specific unit of work for which a price is provided in the Contract.

**SC-51 CONTRACT ITEM (PAY ITEM)** A specific unit of work for which a price is provided in the Contract.

**SC-52 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.

**SC-53 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.

**SC-54 CONTRACTOR'S LABORATORY** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

**SC-55 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.

**SC-56 DRAINAGE SYSTEM** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**SC-57 ENGINEER** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection and observation of the contract work and acting directly or through an authorized representative.

**SC-58 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.

**SC-59 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 **SARAA** or **DESIGNER OF RECORD** to be necessary to complete the work within the intended scope of the Contract as previously modified.

**SC-60 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 duly authorized representative.

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**SC-61 FEDERAL SPECIFICATIONS** The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington, D.C. 20407.

**SC-62 FORCE ACCOUNT** Force account work is planning, engineering or construction work done by the Sponsor's employees

**SC-63 INSPECTOR** An authorized representative of the SARAA or any other consultant to SARAA 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.

**SC-64 INTENTION OF TERMS** Whenever, in these specifications or on the plans, the words, "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the SARAA's **Representative** 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 SARAA's **Representative**, subject in each case to the final determination of SARAA.

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.

**SC-65 LABORATORY** The official testing laboratories of SARAA or such other laboratories as may be designated by the SARAA.

**SC-66 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.

**SC-67 MAJOR AND MINOR CONTRACT ITEMS** A major CONTRACT item shall be any item that is listed in the bids, the total cost of which is equal to, or greater than, 20 percent (20%) of the total amount of the awarded Contract. All other items shall be considered minor Contract items.

**SC-68 MATERIALS** Any substance specified for use in the construction of the Contract work.

**SC-69 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.

**SC-70 OWNER (SPONSOR)** The term OWNER shall mean the party of the first part or the OWNER signatory to the Contract. For AIP Contracts, the term Sponsor shall have the same meaning as the term OWNER.

**SC-71 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."

**SC-72 PAVEMENT** The combined surface course, base course, and sub-base course, if any, considered as a single unit.



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**SC-73 PAYMENT BOND** The approved form of security furnished by the **CONTRACTOR** and his surety as a guarantee that the **CONTRACTOR** will pay in full all bills and accounts for materials and labor used in the construction of the work.

**SC-74 PERFORMANCE BOND** The approved form of security furnished by the **CONTRACTOR** and his surety as a guarantee that the **CONTRACTOR** will complete the work in accordance with the terms of the Contract.

**SC-75 PLANS** The official drawings or exact reproductions, approved by **SARAA**, 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.

**SC-76 PROJECT** The agreed scope of work for accomplishing specific airport development with respect to a particular airport

**SC-77 PROPOSAL / BID** 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 Invitation to Bid in the Plans and Specifications.

**SC-78 PROPOSAL / BID FORM** The approved form on which the written bid is to be prepared and submitted for the Construction to be done.

**SC-79 PROPOSAL / BID GUARANTY** The security furnished with a proposal to guarantee that the bidder will enter into a Contract if his bid is accepted by **SARAA**. Used interchangeably with Proposal (Bid) Security.

**SC-79A PROPOSER / BIDDER** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated. Used interchangeably with **PROPOSER**.

**SC-80 RUNWAY** The area on the airport prepared for the landing and takeoff of aircraft, as defined by **FAA** standards.

**SC-81 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.

**SC-82 SPONSOR** For AIP Contracts, the term Sponsor shall have the meaning as the term **SARAA**. 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

**SC-83 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.

**SC-84 SUBGRADE** The soil which forms the pavement foundations.

**SC-85 SUPERINTENDENT** The **CONTRACTOR**'s executive representative who is present on the work during progress, authorized to receive and fulfill instructions from **SARAA** or designated representative, and who shall supervise and direct the construction.

**SC-86 SUPPLEMENTAL AGREEMENT** A written agreement between the Contractor and the Owner that

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establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item. Work is considered in scope if covered by a contract pay item.

**SC-87 SURETY** The corporation, partnership, or individual, other than the **CONTRACTOR**, executing payment or performance bonds which are furnished to **SARAA** by the **CONTRACTOR**.

**SC-88 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 the Airport for movement of aircraft to and from the airport's runways or aircraft parking areas.

**SC-89 TRADE CONTRACTOR** For the purposes of this Project Manual, the term Trade Contractor means the **CONTRACTOR** as defined in the Agreement.

**SC-90 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.

**SC-91 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.

**SC-92 WORK PERIOD** A work period shall consist of any designated block of time on which the normal working forces of the **CONTRACTOR** may proceed with regular work for at least 4 hours toward completion of the contract. Unless work is suspended for causes beyond the **CONTRACTOR's** control, work occurring on any day, regardless of it being a weekend or holiday, which requires an Inspector, will be considered a work period.

**ARTICLE 16 - MISCELLANEOUS**

**SC-16.1 BAN ON TEXTING WHEN DRIVING – ALL AIP FUNDED CONTRACTS**

In accordance with Executive Order 135.13, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the benefactors of the Grant Funding are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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**SC-16.4 CONFLICTS IN DOCUMENTS**

If a discrepancy exists between the General Conditions and the General Provisions, the General Provisions will govern.

**SC-16.5 GOALS FOR MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION**

It is the policy of the Federal Government that minority businesses shall have the maximum feasible opportunity to participate in the performance of contracts performed under Federal grants-in-aid program.

It is also the policy of the Commonwealth of Pennsylvania that minority businesses shall have maximum feasible opportunity to participate in the performance of contracts funded with Commonwealth grants.

The contract requirements of the Federal Aviation Administration Regulations contained in these Contract Documents shall govern the **CONTRACTORS** practices in this regard.

**SC-16.6 LABOR RECORDS AND SCHEDULES**

The **CONTRACTOR** shall comply with all requirements of the Pennsylvania Prevailing Wage Act, found at 43 P.S. §165-1 et seq. and all regulations of the Pennsylvania Department of Labor and Industry promulgated thereunder, which are incorporated by reference herein. The **CONTRACTOR** and each of its Subcontractors shall keep accurate records showing the name, craft, and the actual hourly rate of wage paid to each workman employed by him in connection with the Work, shall preserve such records for three years from the date of final payment under the Agreement, and provide access to **SARAA**, and to any federal or state bodies having jurisdiction over the Project or any part thereof, to such records upon reasonable request. The **CONTRACTOR** and each of its Subcontractors shall post the general prevailing minimum wage rates for each craft classification involved, including the effective dates of any changes thereto, in prominent and easily accessible places at the site of the Work, or at such place or places as are used by them to pay workmen their wages. Each week and prior to final payment, or at such additional times as **SARAA** may request, the **CONTRACTOR** and each of its Subcontractors shall file statements, in writing, and verified by oath upon personal knowledge, in a form approved by the Pennsylvania Department of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with all requirements of Pennsylvania Prevailing Wage Act and all regulations of the Pennsylvania Department of Labor and Industry, promulgated thereunder, or, if any amounts remain unpaid, to the amounts then due and owing to any and all workmen for wages due on account of the Work, setting forth thereon the names of the persons whose wages are unpaid and the amount due to each respectively. A schedule of the Federal Minimum Wages Rates is contained at the end of this section.

**SC-16.6.1 FEDERAL MINIMUM WAGE RATES**

Included at the end of this Section is the Federal Wage Rates. Laborers, workmen, and mechanics employed on the work done in performance of said Contract shall be paid not less than the rate of wages listed thereon for the trade or occupation of such laborer, etc.

**SC 16.6.2 Davis Bacon Wage Rates**

16.6.2.1 All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

16.6.2.2 The wage determination used in this contract, is PA2021006 as may be amended for CY 2022 with no cost change to this contract.

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Type: Heavy and Highway

**SC-16.7 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 SC-16.75 titled LIMITATION OF OPERATIONS. It is further understood and agreed that the **CONTRACTOR** shall develop and submit their own maintenance of traffic plan. This project will consist of adjacent and concurrent projects and each **CONTRACTOR** shall coordinate and maintain access to as required to all adjacent projects.
- 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. [ Unless otherwise specified herein, the **CONTRACTOR** will not be required to furnish snow removal for such existing road, street, or highway.]
- d. **UTILITY SERVICE AND FACILITIES OF OTHERS** of the General Requirements. With respect to his own operations and the operations of his **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 or vehicles at the airport.

The **CONTRACTOR** shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various Contract items.

**SC-16.8 PROTECTION AND RESTORATION OF PROPERTY**

The **CONTRACTOR** shall preserve from damage all turf areas, pavements and other existing facilities encountered during the progress of the work. If such turf areas, pavements or other facilities are damaged due to the activities of the **CONTRACTOR**, they shall be restored to their original condition, at no additional cost to **SARAA**.

The **CONTRACTOR** shall also preserve from damage, all cables, conduits and other existing facilities of the F.A.A., Weather Bureau and **SARAA** encountered during progress of the work. If such cables, conduits, or other facilities are damaged due to the activities of the **CONTRACTOR**, they shall be repaired or replaced at no

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additional cost to SARAA.

**SC-16.9 RESTORATION OF SURFACES DISTURBED BY OTHERS**

SARAA 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.

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 SARAA.

Should **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 so as 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 SARAA, 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.

**SC-16.10 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS**

As provided in the section titled RESTORATION OF SURFACES DISTURBED BY OTHERS of the Supplementary Conditions, the **CONTRACTOR** shall cooperate with Owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by SARAA to construct, reconstruct, or maintain such utility services or facilities during the progress of the work. In addition, the **CONTRACTOR** shall control his 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 owners are indicated as follows:

Jamie Sides	SARAA	Airport Engineer	(717) 525-1171
Louis Pirozzi	SARAA	Deputy Director for Engineering	(717) 948-3900

It is understood and agreed that SARAA does not guarantee the accuracy or 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 his 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 Owners of all utility services or other facilities of his plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this section and the section titled RESTORATION OF SURFACES DISTURBED BY OTHERS of the Supplementary Conditions.

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

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shall be given by the most expeditious means to reach the utility Owner's PERSON TO CONTACT no later than five (5) 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 SARAA.

The CONTRACTOR's failure to give the five days' notice hereinabove provided shall be cause for SARAA 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 excavation methods acceptable to the SARAA (hand dig positive location) within 3 feet of such outside limits at such points as may be required to insure 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, he shall immediately notify the proper authority and SARAA 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 SARAA 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 or facility due to his operations whether or not due to negligence or accident. SARAA reserves the right to deduct such costs from any monies due or which may become due the CONTRACTOR, or his surety.

All costs associated with the verification of underground facilities shall be included in the Bid Prices for the Respective Contract Items, except that individual test pits for the purpose of locating these facilities when approved by SARAA shall be paid for under the item for Trench and Culvert Excavation.

#### **SC-16.11 AUDIT AND INSPECTION BY STATE**

The CONTRACTOR shall permit the authorized representatives of the Department of Transportation of the State of Pennsylvania and State Comptroller or any state agency or entity having jurisdiction over the project or any party thereto, as applicable to inspect all work, materials, payrolls, records of personnel, invoices of material and other relevant construction, equipment, data and records.

#### **SC-16.12 FEDERAL AID PARTICIPATION**

For AIP Contracts, the United States Government has agreed to reimburse SARAA for some portion of the Contract costs. Such reimbursement is made from time to time upon SARAA's (Sponsor's) request to the FAA. In consideration of the United States Government's (FAA's) agreement with SARAA, SARAA has included provisions in this Contract pursuant to the requirements of the Airport and Airway Development Act of 1970 (84 stat. 219), as amended, and the Rules and Regulations of the Federal Aviation Administration that pertain to the work.

As required by the Act, the Contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, Federal Aviation Administration 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 Act, the rules and regulations implementing the Act, or this Contract shall be construed as making the Federal Government a party to the Contract nor will any such requirements interfere, in any way, with the rights of either party to the Contract.

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**DAVIS BACON WAGE RATES**

**1. SUMMARY**

- A. This section identifies the Davis Bacon Wage Rates applicable to this project as attached and as may be required to be amended for CY 2025 with no cost change to the work or contract.  
General Decision Number: PA20240006

"General Decision Number: PA20240006 02/16/2024

Superseded General Decision Number: PA20230006

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed</li></ul>



on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/16/2024

BOIL0013-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

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 CARP0167-006 05/01/2022

BERKS, CARBON and LANCASTER

	Rates	Fringes
CARPENTER.....	\$ 36.02	29.96

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 CARP0167-007 05/01/2023

LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.11	27.27

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 CARP0219-007 05/01/2023

CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto,

Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehigh, and Parryville) , LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 48.41	33.95

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 CARP0274-005 05/01/2023

Adams, Bradford, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lebanon, Luzerne, Lycoming, Monroe, Montour, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York

	Rates	Fringes
CARPENTER.....	\$ 35.32	19.09
PILEDRIVERMAN.....	\$ 35.32	19.09

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 CARP0443-002 05/01/2021

ADAMS, BRADFORD, CARBON (Banks, Lausanne, Lehigh, Packer, Kidder Twps., and part of Penn Forest Township north of Route 903) COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LEBANON, LUZERNE (lower part of) MONROE, MONTOUR, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING, YORK (New Cumberland Army Depot and Harrisburg State Airport) COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 36.08	53.41%+.86

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 CARP0443-010 05/01/2021

BERKS and LANCASTER COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	21.72

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 CARP0474-005 05/01/2023

BERKS, CARBON, LANCASTER, LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
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PILEDRIVERMAN.....\$ 46.73 41.69

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 ELEC0126-001 05/31/2021

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON,  
 LEHIGH, NORTHAMPTON, PERRY AND YORK COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 49.22	32.25%+11.00
Groundman.....	\$ 29.53	32.25%+11.00
Lineman.....	\$ 49.22	32.25%+11.00
Truck Driver.....	\$ 31.99	32.25%+11.00
Winch Truck Operator.....	\$ 34.45	32.25%+11.00

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 ELEC1319-001 01/01/2024

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING,  
 MONROE, MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER,  
 SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 64.46	22.92
Groundmen.....	\$ 39.97	14.15
Linemen.....	\$ 64.46	28.42
Truck Driver.....	\$ 41.90	14.29

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 \* ENGI0542-004 05/01/2023

	Rates	Fringes
Power equipment operators: (HIGHWAY CONSTRUCTION AND WATER LINES CONSTRUCTION (OFF PLANT SITE))		
GROUP 1.....	\$ 40.25	28.55
GROUP 1a.....	\$ 42.50	29.23
GROUP 2.....	\$ 39.08	28.20
GROUP 3.....	\$ 38.39	27.99
GROUP 4.....	\$ 37.94	27.86
GROUP 5.....	\$ 37.42	27.72
GROUP 6.....	\$ 40.48	28.62
GROUP 6a.....	\$ 42.73	29.28

## BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. and over, twenty five cents (\$0.25) per hour additional will be paid for each increment of 25 ft. over 100 ft. On machines with booms (including jibs, masts and leads, etc.), 200 ft. and over, two (2) Operating Engineers shall be required.

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders, tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls, bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment, and forklifts 20ft and over.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment ) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment, and forklift under 20 ft.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

\*\*\*TOXIC/HAZXARDOUS WAST REMOVAL\*\*\*

Add 20 per cent to basic hourly rate for all classifications

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\* ENGI0542-022 05/01/2023

	Rates	Fringes
Power equipment operators: (HEAVY CONSTRUCTION:)		
GROUP 1.....	\$ 41.14	28.82+A
GROUP 1a.....	\$ 43.39	29.48+A
GROUP 2.....	\$ 40.86	28.73+A
GROUP 2a.....	\$ 43.11	29.40+A
GROUP 3.....	\$ 37.95	27.86+A
GROUP 4.....	\$ 36.80	27.54+A
GROUP 5.....	\$ 36.35	27.41+A
GROUP 6.....	\$ 35.48	27.14+A

HEAVY CONSTRUCTION:

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided the employee works the day before and the day after the holiday.

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. from ground up, fifty (\$0.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads, etc.) 200 ft. and over, two (2) operators shall be required, no Oilers will be required, with seventy five (\$0.75) in increments of 25 ft.

\*\*\*TOXIC/HAZXARDOUS WASTE REMOVAL\*\*\*

Add 20 per cent to basic hourly rate for all classifications

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment, all types of cranes, cableways, and draglines.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: Backhoes, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders, bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing

machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

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 IRON0404-006 07/01/2023

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUANITA, LANCASTER, LEBANON, LEHIGH, LYCOMING, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, SCHUYLKILL, SNYDER, UNION and YORK COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 36.26	31.38

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 IRON0404-017 07/01/2023

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, MONROE, PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE and WYOMING COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.26	31.38

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 LAB00158-001 05/01/2023

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.81	18.99
GROUP 2.....	\$ 31.43	18.99
GROUP 3.....	\$ 28.42	18.99
GROUP 4.....	\$ 28.77	18.99
GROUP 5.....	\$ 29.44	18.99
GROUP 6.....	\$ 28.86	18.99
GROUP 7.....	\$ 29.15	18.99
GROUP 8.....	\$ 29.63	18.99

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: Hazardous/Toxic/Asbestos Waste Handler, Lead Paint

Handler

GROUP 3: Asphalt tamper, concrete pitman, puddlers, highway guide rail right of way and property fence slab reinforcement placers, Laborers, landscaper, seeders, planters, magazine tenders, laser beam men for pipe laying and paving machines,, railroad trackman, signalman, asphalt rakers, lute or screed man, pneumatic and electric tool operators, jackmammers, paving breakers, concrete saws, whacker vibrator, chainsaw, highway concrete block layers, sheet hammer, pipe layers, Walk Behind Rollers, Walk Behind Trencher

GROUP 4: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, walk behind rollers and concrete rubbers, blaster.

GROUP 5: Form Setter, Reinforced Steel Placer, Bonding Aligning and Securing and Burning and welding in Conjunction wth Rebar, and Concrete Surfacers.

FREE AIR TUNNELS AND ROCK SHAFTS

GROUP 6: Outside labers in conjunction with tunnels and rock shafts

GROUP 7: Chuck tenders, muckers, nippers, miners, inside laborers

GROUP 8: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen, rebar steel placer, bonding and securing, welders, and concrete surfacers

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PAIN0021-026 05/01/2021

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.72	16.30
Brush.....	\$ 25.84	16.30
Spray, Sandblast.....	\$ 27.97	16.30

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PAIN0057-021 06/01/2023



JUNIATA COUNTY

	Rates	Fringes
Painters:		
Bridge, Towers.....	\$ 38.33	23.72
Commercial Brush & Roller...	\$ 30.56	23.72
Industrial Brush & Roller...	\$ 36.01	23.72
Spray.....	\$ 30.56	23.72

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PAIN1021-001 05/01/2012

BERKS, CARBON, LEBANON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 30.85	14.80
Bridge; Spray.....	\$ 31.85	14.80
Brush and Roller.....	\$ 26.55	14.80
Spray and Sandblast.....	\$ 27.55	14.80

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PAIN1021-002 05/01/2009

BRADFORD, COLUMBIA, LACKWANNA, LUZERNE, LYCOMING, MONTOUR,  
NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN,  
SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 25.60	12.05
Bridge; Spray.....	\$ 26.60	12.05
Brush and roller.....	\$ 22.75	12.05
Spray, Sandblast.....	\$ 23.75	12.05

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PLAS0592-004 06/01/2023

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

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PLAS0592-005 06/01/2023

COLUMBIA COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

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 PLAS0592-017 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Fredericksville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney Run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES.....	\$ 35.18	24.25

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 PLAS0592-018 05/01/2023

	Rates	Fringes
Cement Mason/Concrete Finisher Adams, Lancaster and York Counties.....	\$ 34.05	21.25
PLASTERER Adams, Berks (Portions of), Lancaster, and Lebanon Counties.....	\$ 31.33	20.75

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 PLAS9592-002 06/01/2023

MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.13	14.30

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 TEAM0229-003 05/01/2021

	Rates	Fringes
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TRUCK DRIVER (ADAMS, BERKS,  
 CARBON, COLUMBIA, CUMBERLAND,  
 DAUPHIN, JUNIATA, LACKAWANA,  
 LANCASTER, LEBANON, LEHIGH,  
 LUZERNE, LYCOMING, MONROE,  
 MONTOUR, NORTHAMPTON,  
 NORTHUMBERLAND, PERRY, PIKE,  
 SCHUYKILL, SNYDER, SULLIVAN,  
 SUSQUEHANNA, UNION, WAYNE,  
 WYOMING, AND YORK COUNTIES)

GROUP 1.....	\$ 37.72	0.00
GROUP 2.....	\$ 37.79	0.00
GROUP 3.....	\$ 38.28	0.00

Truck drivers: (BRADFORD AND  
 TIOGA COUNTIES)

GROUP 1.....	\$ 22.66	13.46
GROUP 2.....	\$ 22.73	13.46
GROUP 3.....	\$ 23.22	13.46

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat Bed Truck (Single-Axle), Dump Trucks (Under 10 Yds Single Axle), Stake Body Trck (Single Axle), Dumpster (Single Axle)

GROUP 2: Dump Truck (Over 10 Yds), Asphalt Distributors, Transit Mix (Under 5 Yds), Transit Mix (Over 5 Yds.), Flat or Stake Body (Tandem), Fuel Truck A-Frame/Winch Trucks, Dry Batch Truck, Truck Mounted Sweeper and Vac Trucks, Buses, Dumpster (Tandem)

GROUP 3: Euclid-Type, Off Highway Equipment-Back or Double Bottom Dump Trucks (Over 20 Tons), Straddle Trucks, Pusher, Articulate Dumped Trucks, Low Boy Trailers, Semi Trailers

Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



**PROJECT NAME: REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

**EMPLOYEE ON-SITE WAGE INQUIRY**

EMPLOYEE NAME	JOB/TRADE CLASSIFICATION	COMPANY	WAGE	FRINGE BENEFITS	SIGNATURES	COMMENTS
					1. Employee	
					2. Payroll Check	
					1. Employee	
					2. Payroll Check	
					1. Employee	
					2. Payroll Check	
					1. Employee	
					2. Payroll Check	
					1. Employee	
					2. Payroll Check	
					1. Employee	
					2. Payroll Check	

**NOTES:**

**CONDUCTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_





**Application for Payment Submission Packet Transmittal**

Date: \_\_\_\_\_

Project: Remove Obstructions Phase V, Package 3

Prime Contractor: \_\_\_\_\_ Trade: \_\_\_\_\_

Date Draft/Pencil Copy submitted: \_\_\_\_\_ Date AFP Draft Approved: \_\_\_\_\_

Certificate of Insurance expiration date: \_\_\_\_\_

Pay Application No. \_\_\_\_\_ Amount due: \_\_\_\_\_

**ATTACHMENTS**

**PRIME CONTRACTOR:**

Certified Payroll Numbers: \_\_\_\_\_ Form B \_\_\_\_\_

**SUBCONTRACTORS:**

Name: \_\_\_\_\_ Certified Payroll #: \_\_\_\_\_ Form B \_\_\_\_\_

Name: \_\_\_\_\_ Certified Payroll #: \_\_\_\_\_ Form B \_\_\_\_\_

Name: \_\_\_\_\_ Certified Payroll #: \_\_\_\_\_ Form B \_\_\_\_\_

Name: \_\_\_\_\_ Certified Payroll #: \_\_\_\_\_ Form B \_\_\_\_\_

Name: \_\_\_\_\_ Certified Payroll #: \_\_\_\_\_ Form B \_\_\_\_\_

Name: \_\_\_\_\_ Certified Payroll #: \_\_\_\_\_ Form B \_\_\_\_\_

\_\_\_\_\_  
Name (point of contact for questions)

\_\_\_\_\_  
phone number

**Please complete transmittal and submit ALL OF THE ABOVE completed documents as a package. Any incomplete application for payment package will be returned.**

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V PACKAGE 3**

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**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN**

- I. DBE GOAL** –To create a level playing field on which DBE's can compete fairly for U.S. Department of Transportation assisted contracts, the Susquehanna Area Regional Airport Authority (SARAA) has established, in connection with this contract, a goal of **(7.25%)** percent of the original contract amount for the utilization of firms owned and controlled by socially and economically disadvantaged individuals certified as DBEs by SARAA approved federal certifying entities.

This goal remains in effect throughout the life of the contract. When the award of the contract is made with DBE participation less than the contract goal, the contractor must agree to continue Good Faith Efforts throughout the life of the contract to increase the DBE participation to meet the contract goal. Include the following provisions in every subcontract, so that such provisions will be binding upon each subcontractor, regular dealer, manufacturer, consultant, or service agency.

- (a) Policy.** It is the policy of the U.S. Department of Transportation and SARAA that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, as amended, and this provision, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this contract. The term DBE as used throughout also applies to Women Business Enterprises and all requirements herein are applicable.
- (b) DBE Obligation.** Take all necessary and reasonable steps, in accordance with 49 CFR Part 26, as amended, to ensure that DBEs have the opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of SARAA and U.S. Department of Transportation assisted contracts.
- (c) Failure to Comply with DBE Requirements.** All contractors and subcontractors are hereby advised that failure to carry out the requirements specified hereinabove constitutes a breach of contract and, after notification to the U.S. Department of Transportation, may result in termination of the contract, being barred from bidding on SARAA contracts for up to three (3) years, or any other remedy that SARAA deems appropriate.

Failure to comply with DBE requirements includes, but is not limited to, failure to submit Form HIA DBE-1 within the time period specified, failure to exert a reasonable Good Faith Effort to meet the established goal, or failure to meet the DBE participation set forth on the approved Form HIA DBE-1. Failure to submit Form HIA DBE-1 within the specified time requirements or your failure to exert reasonable Good Faith Efforts may result in forfeiture of the bid (bid) guaranty.

- II. DEFINITIONS** –Consistent with the federal regulations, the following definitions apply for terms used in this specification:

- (a)** Disadvantaged business enterprise or DBE means a for-profit small business concern –
- (1)** That is a least 51 percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent (51%) of the stock is owned by one or more such individuals; and
  - (2)** Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (b)** Small business concern means, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in subsection 26.65(b).

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
**CAPITAL CITY AIRPORT**  
**REMOVE OBSTRUCTIONS, PHASE V PACKAGE 3**

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- (c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –
- Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
  - Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    1. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    2. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    3. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
    4. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    5. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    6. Women;
    7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- (d) Director. SARAA Executive Director or Director of Aviation.
- (e) HIA DBE-1. SARAA form identifying the contractors commitment to DBE utilization.

**III. COUNTING DBE PARTICIPATION TOWARD THE DBE GOAL** –Utilization of approved certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE participation toward meeting the DBE goal as follows:

- (a) **DBE Firms.** The DBE firm must be currently certified by the Pennsylvania Unified Certification Program. A list of these firms can be found on their website, [www.paucp.com](http://www.paucp.com). Firms certified as DBE's by other states, or other U.S. DOT recipients are subject to the sponsor's acceptance.

If a firm is certified as an eligible DBE at the time that the submission of Form HIA DBE-1 is due, the total dollar value of the contract awarded to the DBE is counted toward the applicable DBE goal except as provided below. When a DBE participates in a contract, count only the value of the work actually performed by the DBE toward DBE goals.

A DBE bidder on a prime contract will receive credit toward any DBE goal for all work performed with its own forces. SARAA strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

**Susquehanna Area Regional Airport Authority**  
**Contract No. 2014-020**  
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Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE.

Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a SARAA-assisted contract, toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

**(b) Materials and Supplies.**

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in bulk items or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

- (c) Services.** With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

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**(d) Trucking Firms.** The following factors are used in determining DBE credit:

- (1)** The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2)** The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3)** The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4)** The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (5)** The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- (6)** For purposes above, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. Any services to be performed by a DBE agency are required to be readily identifiable to the project.

**IV. ACTIONS REQUIRED BY THE BIDDER AT THE PROPOSING STAGE AND PRIOR TO AWARD –**

The bidder's bid and all appropriate DBE data will be submitted to SARAA for evaluation.

- (a)** Within 24 hours of the bid, the bidder shall submit Form HIA DBE –1 indicating DBE solicitations and commitments for this contract to the Susquehanna Area Regional Airport Authority (SARAA), Harrisburg International Airport, One Terminal Drive, Middletown, PA 17057. Copies of the DBE certification for each DBE company that the Contractor is utilizing under this contract shall be attached to the Form HIA DBE-1 when it is submitted as verification of the DBE's certification.
- (b)** Contractor shall assume all risk for the receipt of bid and required documents by the required time.

When the goal established by SARAA is not met, contractor must submit their demonstration of a Good Faith Effort to meet the DBE contract goal. Submit the original Form HIA DBE-1 and the Good Faith Effort documentation within 24 hours of submission of the bid to SARAA at One Terminal Drive, Middletown, PA 17057. If the bidder does not provide the required documentation within 24 hours of submission of the bid, the bid will be rejected as non-responsive.

- (c)** The demonstration of "Good Faith Effort" is accomplished by seeking out DBE participation in the project given all relevant circumstances. The following are the kinds of efforts that may be taken, but they are not deemed to be exclusive or exhaustive. The Director will consider other factors and types of efforts that may be relevant:
  - Efforts made to solicit through all reasonable and available means (e.g. use of the DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must provide written notification, at

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least 3 calendar days prior to the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own work force does not relieve the bidder of the responsibility to make Good Faith Effort. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Failure to accept a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bid in the contractor's efforts to meet the DBE contract goal.

- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

**V. ACTIONS TO BE TAKEN BY SARAA BEFORE AWARD** – If the bidder meets the DBE contract goal and all other contract requirements, SARAA will approve the submission. If the bidder fails to meet the DBE contract goal, the Director will review the bidder's DBE data and Good Faith Effort to meet the DBE contract goal. If the Good Faith Effort is deemed satisfactory, the Director will recommend award. If, during the review of the bidder's DBE data and Good Faith Effort information, the Director has questions, the bidder may be contacted for clarification.

If the Director determines that the bidder has failed to make a Good Faith Effort, the bidder will be rejected as non-responsive, and the bidder will be notified of the rejection.

**VI. ACTION TO BE TAKEN BY SARAA AFTER AWARD** –To ensure that all obligations awarded to DBEs under this contract are met; SARAA will review the Contractor's DBE involvement efforts during the performance of the contract.

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- (a) **Sanctions.** Upon completion of the work SARA will review the actual DBE participation realized and make a determination regarding the Contractor's compliance with the applicable requirements specified herein. In the event the Contractor is found to be in noncompliance the Director, may impose sanctions that the Director deems appropriate. Sanctions may be imposed for unwarranted shortfalls in the approved goal.

**VII. ACTION REQUIRED BY THE CONTRACTOR AFTER AWARD –**

- (a) **DBE Participation Goal.** When Form HIA DBE-1 is approved with a DBE participation less than the contract goal, continue efforts toward meeting the contract goal.
- (b) **Substitution.** The contractor shall immediately notify the Director in writing, before substituting a DBE or making any change to the DBE participation listed on the approved Form HIA DBE-1. The notification from the contractor must include documentation supporting the substitution. Requests to substitute DBEs will be scrutinized closely. Contractors should demonstrate that a DBE is unwilling or unable to successfully perform and that every effort has been made to allow the DBE to perform.

1. If the arrangement to be replaced is agreeable between the Contractor and the DBE, the following procedures are required:

- The contractor must make a Good Faith Effort to recontract the work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall.
- Contact available qualified DBEs and DBE referral sources in an effort to recontract the work or subcontract other work items with DBEs, if a DBE contract shortfall exists.
- Provide the Director with a Revised Form HIA DBE-1 and additional Good Faith Effort information, when the approved Form HIA DBE-1 amount is not met, within seven (7) calendar days after written notification to the Director. If the DBE performed on the project, the Form HIA DBE-1 should include the total amount paid to the DBE prior to the DBE substitution.

The Contractor's Good Faith Effort information will be forwarded to the Director for evaluation. If, during the review of the Contractor's Good Faith Effort information, the Director has questions, the Contractor may be contacted for clarification. During the seven (7) calendar day period specified above and the additional period required for Department processing of the Form HIA DBE-1, the Contractor may continue the substituted work with their own forces to maintain the scheduled progress of the work, with the written approval of the Director.

If the projected DBE participation on an approved Form HIA DBE-1 exceeds the goal amount for the contract without counting the amount committed to a substituted DBE, then no contract shortfall exists and the Contractor is not required to replace the DBE. A revised Form HIA DBE-1 must be submitted to reflect the decreased dollar amount.

2. If the arrangement to be replaced is not agreeable between the Contractor and the DBE, the following procedures are required:

- The contractor or the affected DBE must immediately request a mediation meeting with SARA by contacting the Director
- The contractor or any other subcontractor may not perform the DBE work until the completion of the mediation meeting, which shall be held within 24 hours. The Director is the mediator and his/her decision is final.

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- Upon completion of the mediation meeting, if a Form HIA DBE-1 is required, the contractor must submit Form HIA DBE-1 in accordance with VII. (b) 1. above. Failure to make Good Faith Effort as determined by the Director, or failure to comply with the provisions of this Section for substitution of a DBE, will constitute a breach of contract.
  
- (c) **Additional Work.** When additional work is required for any classification of work which is identified on Form HIA DBE-1 to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that he/she cannot perform the work due to his/her own limitations. If the DBE cannot perform this additional work, the prime may take necessary measures to complete the work.
  
- (d) **Progress Payments.** Bring to the attention of SARAA in writing, any situation in which regularly scheduled progress payments are not made to DBE subcontractors, regular dealers, manufacturers, consultants, or service agencies.
  
- (e) **Records and Reports.** Keep such project records as are necessary to determine compliance with Disadvantaged Business Enterprise Utilization obligations. Design these records to indicate:
  - The number of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies, and the type of work or services performed on or materials incorporated in this project. Provide SARAA a copy of NAICS code(s) and certification.
  - The progress and efforts made in seeking out DBE contractor organizations and individual DBEs for work on this project to maintain the level of DBE participation outlined on Form HIA DBE-1.
  - Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs for this project. Submit reports, as required by SARAA, but at least on a monthly basis, on those contracts and other business executed with DBEs, with respect to the records referred to above, in such form and manner as prescribed by SARAA.

**PRIME CONTRACTOR shall submit monthly packets which consists of 1) AFP Transmittal; 2) Application for Payment; 3) Form "A & B" Monthly DBE Status Report; 4) Form "A" DBE Monthly Utilization Report and 5) Form "B" Monthly Employment Utilization Report, along with corresponding Certified Payrolls and Subcontractors documents to SARAA or its Engineer.**

**SUB CONTRACTOR shall submit monthly reports, which include Form "B" Monthly Employment Utilization Report along with corresponding Certified Payrolls to Prime.**

**DBE SUB CONTRACTOR shall submit monthly reports, which include Form "B" Monthly Employment Utilization Report and Form "C" DBE Subcontractor Payment Report along with corresponding Certified Payrolls to Prime.**

If an Application for Payment is not being submitted for any particular month, then a Form "A" must be submitted within five (5) working days following the end of the month and have the form contain:

- The number of contracts awarded to DBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
  
- The amount paid to each DBE during the month and the amount paid to date.



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- Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the SARAA Director and the Federal Aviation Authority.

<b>Prime Contractor:</b> _____ <b>Address:</b> _____ _____ <b>Contact Person:</b> _____ <b>Telephone Number:</b> _____ <b>E-Mail Address:</b> _____ <b>FAX Number:</b> _____	<b>SUSQUEHANNA AREA REGIONAL AIRPORT          AUTHORITY (SARAA)</b> <b>CAPITAL CITY AIRPORT (CXY)</b> <b>DBE SUBCONTRACTOR AND SUPPLIER</b> <b>Solicitation Record</b> Failure to submit this form and other the required information on DBE Participation within 24 hours of the bid will result in rejection of the bid as being non-responsive.	<b>BID AMOUNT:</b>  <b>Project Name &amp; NO:</b>  REMOVE OBSTRUCTIONS PHASE V, PACKAGE 3  #2014-020
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**List only firms certified as DBE's in accordance with FEDERAL REGULATIONS to perform subcontracting work or to supply materials. No exceptions.**

DBE Firm Name, Address, Telephone No., Contact Person	DBE Certification Number/ Certified By	Date Contacted Phone/Mail	Description of work	Agreement Amount
				Agreement \$
				Agreement \$
				Agreement \$
				Agreement \$

Contractor's contact with the solicited subcontractors and suppliers shall be at least 5 days prior to the bid date to ensure that the solicited firms have sufficient time to adequately prepare their bid.	Please supply other information that may positively impact on the determination of your firm as a responsive, responsible bidder on additional sheets.
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If the contract's goal is not achieved through a combination of subcontractor and supplier activity identified above, you must supply sufficient information with the DBE Subcontractor and Supplier Solicitation Sheet for a determination to be made that your firm is a responsive, responsible bidder.

**SARAA USE ONLY:**  Approved       Conditional Approval

Condition(s): \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## CXY CONTRACTOR MONTHLY STATUS REPORT of Form A & B

Reporting Month - \_\_\_\_\_

Project Name: REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3

List the status of each approved sub-contractor/firm for the project listed above and the corresponding month.

Firm Name	Total Amount of Contract	Form B Attached	Sub or Supplier (S or SC)	Anticipated Start Date	Anticipated Completion Date	No Work Performed (Explain)
(Prime)						

(S) = List DBE Suppliers Only      (SC) = Subcontractor

Name and Address of Prime:	<b>FORM "A"</b> <b>DBE MONTHLY</b> <b>UTILIZATION REPORT</b>  <b>CAPITAL CITY</b> <b>AIRPORT</b>  SARAA	Project Name: <b>REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3</b>
Telephone #		Dollar Amt. \$
Period Covered: From:    /    /                      To:    /    /		

At Bid Time (See Note 2)					Work Progress					
SubContractor's Name and Address / Brief Scope of Work	Type of DBE (See Note 2)	Type of Contract (See Note 4)	Contract Amount	% of Total Bid Amount	Date of Award	Actual Start Date	Estimated / Final Completion Date	% Work Complete	Date, Check # & Amount Paid this Month	Total Amount Paid to Date To DBE
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

**NOTES:**

1. Form "A" must be submitted monthly to the Construction Manager attached to each invoice.
2. Type of DBE - (B)=Black, (H) =Hispanic, (N)=Native, (S)=Subcontinental, (AA)=Asian American, (AP)= Asian Pacific, (NMW)= Non-Minority Women, (O)=Other
3. Type of Contract: LS = Lump Sum, TM = Time and Material

**Print Name:** **Signature:** **Date:**

<b>"FORM B"</b> <b>Monthly Employment Utilization Report</b>		1. Current Goals Minority: _____ Female: _____				2. Reporting Period MONTH: _____ FROM: _____ TO: _____				3. ESTIMATED COMPLETION DATE:							
Susquehanna Area Regional Airport Authority (SARAA) One Terminal Drive, Ste 300 Middletown, PA 17057		5. Project Name: <b>REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3</b> Airport:: <b>CAPITAL CITY</b> Contractor Name: _____ DBE _____ Prime _____ Sub-Cntr _____								4. Percent of Job Completed:							
		6. Work Hours of Employment								7. Minority %	8. Female %	9. Total # of Employees		10. Total # of Minority Employees			
		Construction Trade	Classifications	6a. Total of All Emp. by Trade		6b. Black (Not of Hispanic Origin)		6c. Hispanic								6d. Asian or Pacific Islander	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey Worker Apprentice Trainee																
	Journey Worker Apprentice Trainee																
	Journey Worker Apprentice Trainee																
	Journey Worker Apprentice Trainee																
	Journey Worker Apprentice Trainee																
	Journey Worker Apprentice Trainee																
TL. Journey Workers																	
Total Apprentices																	
Total Trainees																	
Grand Total																	
11. Company Official's Signature: _____  Title: _____										12. Telephone #		13. Date Signed:					

Name and Address of Prime:	<b>FORM "C"</b> <b>DBE MONTHLY</b> <b>PAYMENT REPORT</b>	Project Name: <b>REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3</b>
<b>Telephone #</b>	<b>CAPITAL CITY</b> <b>AIRPORT</b>	
Period Covered: From:    /    /            To:    /    /	SARAA	Dollar Amt. \$

				Work Progress					
DBE SubContractor's Name & Address / Brief Scope of Work	Type of DBE & NAICS code <small>(See Note 2)</small>	Type of Contract <small>(See Note 3)</small>	Contract Amount	Date of Award	Actual Start Date	Estimated / Final Completion Date	% Work Complete	Date, Check # & Amount Received this Month	Total Amount Paid / Received to Date
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Invoices Past Due	Invoice Date	Invoice Number	Number of Days Past Due	Amount

- NOTES:**
1. Form "C" must be submitted monthly to the Prime Contractor, along with certified payroll and Form "B".
  2. Type of DBE - (B)=Black, (H) =Hispanic, (N)=Native, (S)=Subcontinental, (AA)=Asian American, (AP)= Asian Pacific, (NMW)= Non-Minority Women, (O)=Other
  3. Type of Contract: S = Supplier, LS = Lump Sum, TM = Time and Material

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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<b>DIVISION 1 - SUMMARY OF WORK</b>
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**PART 1 GENERAL**

**1.1 WORK COVERED BY CONTRACT DOCUMENTS**

**A. Technical Scope of this Contract:**

The work site is located at Capital City Airport, in New Cumberland, Pennsylvania. Contractor shall complete all work as specified or indicated in the Contract Documents. The work consists of and will include the following:

Scope of work includes tree trimming and tree clearing of obstructions off the approach end of Runway 8. The obstructions to be cleared are primarily off-airport on private lands where the airport holds avigation easements. Obstructions to be addressed include penetrations to the RW 8 Final Approach Surface (Section 10-2, TERPS Order 8260.3D). The obstruction removal work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport.

The work generally involves mobilization of equipment, tree trimming, tree clearing, stump grinding, clearing, site restoration including topsoil, seeding, and mulching, erosion and sediment control, landscaping/ tree replacement, providing professional survey documentation, and providing a Tree Top Elevation Verification by Aerial Photogrammetry Method.

**B. General Requirement Scope of this Contract:**

All temporary facilities as necessary to complete this work are the responsibility of the Contractor. The Contractor shall make all arrangements for temporary power and water as required by this work. All lighting of the staging/work areas is the responsibility of this contract. All lighting levels will satisfy the minimum regulatory requirements for this work.

The Contractor shall provide all dumpsters and containers required for this work, including those required for general waste, recycling, trash, and building construction debris. All dumpsters and debris containers shall remain within the staging or work areas until transported from the site. Any container utilized to collect material will be hard covered and remain closed except during filling operations.

Fire protection of the work area and staging area is the sole responsibility of this Contractor. This includes all OSHA and life safety requirements such as fire extinguishers.

All other requirements of the General Conditions and Division 1 specifications necessary to perform this work will be the sole responsibility of this Contractor.

**C. Work by Others:**

1. The successful completion of the Project is dependent upon close and active cooperation of all those engaged in the execution of the work of this Contract as described herein. Therefore, it is expressly understood and agreed that the Contractor shall schedule, layout, and install his work in such time and in such a manner so as not to delay or interfere with, but to compliment the execution of the Work of other contractors, utility companies, and the operations of the Airport.
2. It is imperative that the Contractor accommodates his work with the operations of the Airport. The Contractor shall take all necessary means to schedule and execute the work to safeguard the occupants and operations of the Harrisburg International Airport. This may require off-hour work to accomplish the scope of the contracts within the allotted time and, if so, the Contractor shall have already accounted for this cost into the Bid.



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**1.2 CONTRACT**

- A.** Contracts shall be awarded to prime contractors as allowed by law and as determined by Owner requirements.
- B.** Utility line shut downs for disconnection shall be no longer than necessary and shall be coordinated with the Land Owner. Repairs and replacements of any utilities damaged during this work shall be repaired as expeditiously as possible at the Contractors' expense. The Owner reserves the right to correct any utility disruptions, which in his opinion will impact the immediate operation of the facility, at the Contractor's expense.

**1.3 CONTRACTOR USE OF PREMISES**

- A.** Use of Site:
  - 1.** Contractor shall:
    - a.** Not schedule any work on the airfield during the period from November 26th through March 14th of each year.
    - b.** Limit use of the premises for execution of the Work and storage to allow for work by other contractors and operations of the Airport. Contractor shall confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
    - c.** Coordinate with other separate contractors and the Building Maintenance Supervisor to avoid interference of operations.
    - d.** Conduct operations as to ensure the least inconvenience to Owner, the general public, and the operations of this facility.
    - e.** Assume full responsibility for protection and safekeeping of products stored on or off premises.
    - f.** Move stored products that interfere with the operations of the facility.
    - g.** Obtain and pay for all additional storage or work areas required for his operations.
    - h.** Provide escorted access to the work site, whenever work is in preparation or in progress, to all federal, state and local representatives having jurisdiction in this project.
- B.** Parking and Storage of Materials:

Contractor's staging area, material storage, and parking shall be within the Limits of Work as shown on the contract drawings.
- C.** Access to the Site:
  - 1.** Follow Interstate 83 and Airport signs. Take Exit 39A for PA Route 114, Lewisberry Road for 0.9 miles. Turn right into Contractor Staging Area , beyond York Road.
- D.** Safety and Performance of the Work:

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The Contractor shall have full responsibility for safety of his contract work and shall indemnify, defend and hold harmless the Owner, its directors, officers, agents, employees and sub-consultants (regardless of tier) from and against all claims, damages, costs, and expenses, including, but not limited to, attorney fees, arising out of any unsafe condition on the site.

The Contractor shall have full and sole responsibility and control of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

The Contractor shall have full and sole responsibility to carry out the Work in accordance with the Contract Documents. The Owner and the Airport Management shall not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees or any other persons performing any of the Work.

**E. Security and Air Operation Area:**

No work will be performed within the Air Operation Area (AOA)

The Contractor is responsible to secure any equipment and tools at the work site.

The Contractor is responsible to secure any equipment and tools at the work site.

No equipment or materials will be stored within 15 feet of either side of the AOA perimeter fence.

No weapons are permitted on airport property.

**The contractor and all sub-contractors and project-related personnel must comply with all airport security regulations, current and as may be amended throughout the project.**

**PART 2 ADDITIONAL TERMS AND CONDITIONS**

**2.1 OTHER TERMS AND CONDITIONS**

- A.** Additional prime Contractors may be working during the course of this contract at Harrisburg International Airport. Each Contractor will ensure that their work does not interfere with work by other contractors or airport operations.
- B.** All Contractor office trailers, equipment, tool trailers, etc. shall be staged and stored within the contractor staging area as defined by SARAA. Within 30 days of receipt of substantial completion, all trailer, equipment, tool trailers, etc. will be removed from the airport.
- C.** Should any of the Contractor's forces become idle due to coordination issues between the Contractor and SARAA, and no other work is available, the Owner will consider man and machine standing time charges of no more than \$100 per workday per crew (inclusive of all men and machines). The Owner shall not be liable for any other financial damage whatsoever for standing time, schedule compression and/or schedule delay.
- D.** This Contractor is a Prime Contractor to SARAA and as such shall provide all temporary facilities, utilities, site lighting, sanitation and potable water necessary for the progress of this work. This Contractor is required to provide for all OSHA-related requirements for this work, including training.

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**REMOVE OBSTRUCTIONS, PHASE V, PACKAGE 3**

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- E.** Site parking is limited. Parking for construction workers shall be provided by the Contractor within the Limits of the Work..
- F.** The Contractor shall provide documentation of procedures regarding the handling of materials classified by the EPA as being a hazardous waste (where applicable) including material safety data sheets (MSDS) for any chemical used with respect to the execution of this agreement. Also, the Contractor will be responsible to fully comply with current CFC regulations (including proper technician certification for all air conditioning/refrigeration equipment serviced). Contractor will submit all disposal sites to the Owner for its information and record. No debris will be taken to any site not specifically submitted to the Owner.
- G.** All debris generated at this site will be removed and disposed of as required by local, state and federal law. Where these laws may be contradictory, the most stringent shall apply. Contractor will provide a full chain of custody and off shipment manifest documentation for all hazardous materials and wastes disposed of off Airport property.
- H.** The Contractor will actively participate in both progress and coordination meetings with SARAA, and any other appropriate agencies, or contractors working at the airport. It is anticipated that one meeting per week will be held for the life of the contract.
- I.** Contractor will protect all existing monitoring wells on or adjacent to the work site.
- J.** Contractor shall not disturb any wetlands adjacent to the Airport.
- K.** Contractor shall provide a street cleaning machine and operator for continuous cleaning of airport pavements and roads (or other areas as identified by the Owner and CM) during each work shift. Before leaving the airfield work site at the end of any given work shift, all pavements must be cleaned of all debris, foreign matter and dust. The work areas are located on an active commercial service airport and sweeping will be accomplished as directed by Airport Operations to prevent Foreign Object Damage (FOD) to aircraft. A dry tractor brush is not acceptable for street cleaning. Cleaning must be accomplished with a regenerative-air vacuum machine capable of wetting, scrubbing and accumulating debris and water in a single pass.

**PART 3 COORDINATION AND CONSTRUCTION**

**3.1 WEEKLY AND DAILY SCHEDULES REQUIRED**

To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit weekly, a schedule of operations for the following two (2) work weeks. The schedule shall be given to the Engineer by the end of the work week preceding the week covered by the schedule. The weekly schedules shall be subject to the approval of the Engineer, and shall include as a minimum, the following:

1. Major work items to be accomplished in the next two weeks.
2. Subcontractors to be on-site.
3. Anticipated deliveries to the work site.
4. Any anticipated utility interruptions or connections.
5. Other information requested by the Owner / Engineer.

The Owner / Engineer may disallow work in areas not included in the current work schedule.

Prior to the beginning of work each day, the Contractor's superintendent shall meet with the Owner's representative or Engineer to discuss the day's schedule and any anticipated changes to the weekly schedule. The Contractor shall be responsible for coordinating the work of the subcontractors with the Engineer.

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The Contractor shall have a competent superintendent on the worksite at all times who is fully authorized to act as his/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.

The Contractor shall provide the Engineer and the Owner with the name(s) and telephone number(s) of a person or persons who can be contacted before or after work hours for emergency situations affecting the construction. The Contractor shall be "on call" at all times during the length of the construction period.

**3.2 AIRCRAFT OPERATIONS AREAS – Not Used**

**3.3 WORK AREAS AND RESTRICTIONS**

The work site is located at Capital City Airport and residential area to the west of the airport.

Contractor's access to the work areas shall be restricted as follows:

- Normal work hours are to be 7:00 am to 5:00 pm daily, Monday thru Friday. The Contractor shall request a minimum of 72 hours prior approval from the Owner / Engineer for all planned work outside of these days or hours.
- The Contractor shall have no basis for delay claims due to work area access restrictions.

It is critical that work within the work areas be planned and coordinated to minimize impacts to airport operations.

The Owner reserves the right to eliminate or reorder the work associated with any or all of the work areas. Such elimination or reordering of the work shall not constitute a basis for claim by the Contractor for damage, delay, adjustment of unit prices, or additional Contract time.

**3.4 Not used**

**3.5 MAINTENANCE OF THE CONSTRUCTION SITE**

The contractor shall keep the work area clean and free of debris which could create a safety hazard to others. The contractor shall also be responsible for supplying any other equipment as may be necessary to clean all areas that are contaminated as a result of his/her operations to complete satisfaction of the Owner/Engineer.

## PROJECT CLOSEOUT

### I. SUMMARY

A. This section specified administrative and procedural requirements for project closeout, including but not limited to:

1. Project record document submittals

- (a) **Record drawings**– (If applicable) The contractor is required to keep an up-to-date set of Record Drawings for the project. Up-to-date is defined as containing all modifications for work (i.e., dimensional changes, structural reinforcement modifications and site work modifications). At the end of the project, the record drawings shall be turned over to the Engineer / Owner.
- (b) **Final Cleaning / Inspection** - All final cleaning shall be performed by the contractor. Use only materials which will not create hazards to health or property and which will not damage finishes and surfaces. Remove waste, debris and surplus material from site. Clean grounds, remove stains, spills and foreign substances from paved areas and sweep.

Where any portion of the work has proven to be defective and requires replacement, repair or adjustment, the contractor shall immediately provide material and labor necessary to remedy such defective work and shall execute such work without delay until completed to the satisfaction of the Engineer and the Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

- (c) **Final Payment** - Submission of final pay application should include the following forms:  
1) Consent of Surety to Final Payment, 2) Contractor's Affidavit and Release

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**CONSENT OF SURETY TO FINAL PAYMENT**

In accordance with the provisions of the Contract dated \_\_\_\_\_  
between Susquehanna Regional Airport Authority (SARAA)  
(Owner)  
\_\_\_\_\_  
(Contractor)  
and \_\_\_\_\_  
(Surety)  
as surety for construction of Remove Obstructions Phase V, Package 3 at  
Capital City Airport hereby approves of the final payment to the said  
contractor, \_\_\_\_\_, and by these presents  
witnessed that payment to the Contractor of the final construction cost invoices shall not relieve the Surety  
Company of any of its obligations to SARAA as set forth in the said Surety Company's Bonds.

IT WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attested:

(SEAL) \_\_\_\_\_

By \_\_\_\_\_

NOTE: This statement, if executed by any person other than the President or Vice President of the Surety Company, must be accompanied by a certification of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Surety Company represented.

**Susquehanna Area Regional Airport Authority**  
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**CONTRACTOR'S AFFIDAVIT OF COMPLETION**  
**PAYMENT OF DEBTS AND CLAIMS, AND RELEASE OF LIENS**

Project Name: Remove Obstructions Phase V, Package 3

Location: Capital City Airport, York County, New Cumberland, Pennsylvania

CONTRACTOR hereby certifies that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY, hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR, for the above referenced project ("the Project").

CONTRACTOR certifies and declares that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract for the Project will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities and/or demands of subcontractors, materialmen, mechanics, laborers or any others resulting from or arising out of any work done, caused to be done or ordered to be done by the CONTRACTOR for the Project.

In consideration of the prior and final payments made and all payments made for authorized changes, the CONTRACTOR hereby releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the Project.

This statement is made for the purpose of inducing the OWNER to make Final Payment under the terms of the contract, relying on the representations contained herein.

(Seal)

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to me this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_.

(Seal)

NOTARY

Notary Public for the State of \_\_\_\_\_  
My Commission Expires:

## **ACCESS TO RECORDS AND REPORTS**

### **ACCESS TO RECORDS AND REPORTS**

The contractor must 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.



## AFFIRMATIVE ACTION REQUIREMENT

### NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. 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.
2. 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:

Timetables

**Goals for minority participation for each trade: 6.30%**

**Goals for female participation in each trade: 6.90%**

These goals are applicable to all of 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.

3. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Capital City Airport, New Cumberland, Pennsylvania.**

## BREACH OF CONTRACT TERMS

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to contractor until such time the contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **BUY AMERICAN PREFERENCE**

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 complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**

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 of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. 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 products.
  - 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - 4. To comply with the "Build America, Buy America Act" portion of the Infrastructure Investment and Jobs Act (IIJA) requirements and Office of Management and Budget (OMG) guidance on sourcing requirements for infrastructure programs whereas Buy America requirements must be met as required herein.
- 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 their 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 that 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 furnish US domestic product for any waiver request that the FAA rejects.
5. 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 components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products 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 and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**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

## **Certificate of Buy American Compliance for Manufactured Products**

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.
5. To comply with the “Build America, Buy America Act” portion of the Infrastructure Investment and Jobs Act (IIJA) requirements and Office of Management and Budget (OMG) guidance on sourcing requirements for infrastructure programs whereas Buy America requirements must be met as required herein.

- 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 their 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

## **CIVIL RIGHTS - GENERAL**

### **GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## CIVIL RIGHTS – TITLE VI ASSURANCE

### Title VI Solicitation Notice:

The Airport, 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 not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or



the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

#### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

#### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **COPELAND “ANTI-KICKBACK” ACT**

### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## DAVIS-BACON REQUIREMENTS

This Contract is funded under the Airport Improvement Program (AIP) and as such, Contractor shall comply with Davis-Bacon Requirements. Contractor shall additionally comply with State prevailing wage requirements whereas the higher rate, where of the same category, shall govern worker compensation.

### DAVIS-BACON REQUIREMENTS

#### 1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics, or not less than those as may be updated by the Secretary of Labor over the course of this project.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The current wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the current wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after

written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the



registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order

11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## DISADVANTAGED BUSINESS ENTERPRISE

This Contract is funded under the Airport Improvement Program (AIP) and as such, Contractor shall achieve 7.25% minimum DBE participation on the Contract.

### Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

### Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

## DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontractors.

## **DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## **ENERGY CONSERVATION REQUIREMENTS**

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

## DRUG FREE WORKPLACE REQUIREMENTS

This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

The undersigned being first duly sworn, under oath, deposes and says:

1. He/she is a federally assisted contractor and makes this certification pursuant to the requirements of the Federal Anti-Drug Abuse Act of 1988;
2. He/she will provide a workplace free from illegal drugs;
3. In order to comply with Title V(D), the undersigned certifies that he/she has:
  - a. published notice to employees that illegal drugs (“drugs”) are prohibited in the workplace and specified sanctions for violations;
  - b. established a drug-free awareness program to inform employees about the danger of illegal drugs, the employer’s drug-free policy, the availability of counseling and treatment and the penalties of violations;
  - c. made it a requirement that employees, as a condition of employment abide by the notice and notify the employer of any conviction for violation of any drug statute for a workplace violation no later than five (5) days after such conviction.

The undersigned further certifies that he/she will:

1. notify the granting or contracting agency of an employee’s conviction within ten (10) days after notice from the employee;
2. impose sanctions on, or require treatment of a convicted employee; and
3. make a good faith effort to maintain a drug-free workplace



## **EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify 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 forms of 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 will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will 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 the 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 will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency 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 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and 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
  - (4) 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).

2. 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 and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a 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 unions participating in the Plan. Contractors shall 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 is 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.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p 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 utilization 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 Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. 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 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. 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:

a. 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, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite 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.

b. 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.

c. 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.

d. 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 female 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.

e. 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 7b above.

f. 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 construction work is performed.

g. 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 onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. 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.

h. 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.

i. 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.

j. 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.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. 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.

m. 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.

n. 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.

o. 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.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). 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 7a through 7p 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 noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the 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.

10. 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.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. 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 Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 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.
14. 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.
15. 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).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

### CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## **PROHIBITION of SEGREGATED FACILITIES**

### **PROHIBITION of SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## PROCUREMENT OF RECOVERED MATERIALS

### Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **SEISMIC SAFETY**

### **Seismic Safety**

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## TAX DELINQUENCY AND FELONY CONVICTIONS

### CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **TERMINATION OF CONTRACT**

### **Termination for Convenience (Construction & Equipment Contracts)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

### **Termination for Default (Construction)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

### **Termination for Default (Equipment)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.



## TRADE RESTRICTION CERTIFICATION

### TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **VETERAN'S PREFERENCE**

### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

# **TECHNICAL SPECIFICATIONS**

## ITEM C-102 TEMPORARY AND PERMANENT WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

### DESCRIPTION

**102-1** This item shall consist of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation through the use of erosion controls shown on the plans and details.

All erosion control measures shall be constructed and installed in accordance with Erosion and Sediment Pollution Control Program Manual, PADEP, and PennDOT Pub. 408.

### SUBMITTALS

**102-2.1** The Contractor is required to prepare and submit for approval a stormwater pollution prevention plan, SPPP, in accordance with the outline provided below. The SPPP for the entire project is required to be submitted and must be approved by the Engineer prior any earth disturbance on the site within the project limits. In addition, the SPPP will serve as the Soil Erosion and Sediment Control Plan required as a condition of this contract.

The SPPP shall be prepared in accordance with the following outline:

1. Site Description
  - a. A description of the nature of the construction activity.
  - b. A description of the intended sequence of major activities which disturb soils for major portions of the site, for each phase of work.
  - c. Estimates of the total area of the site and the total area of the site that is expected to be disturbed by land disturbing activities.
  - d. A site map indicating drainage patterns and approximate slopes anticipated after soil disturbance, location of structural and nonstructural controls identified in the plan, location of areas where stabilization practices are expected to occur, and locations of points of discharge to existing storm runoff conveyance systems.
2. Pollution Sources - The plan shall identify all potential sources of stormwater pollution in addition to land disturbing activities, such as:
  - a. Temporary fuel storage and handling.
  - b. Material storage and hazardous material storage.

- c. Equipment maintenance areas.
    - d. Solid waste and hazardous waste disposal activities.
3. Controls - The plan shall include a description and timing of appropriate controls and measures that will be implemented for each major activity and for each potential pollution source identified above.
  - a. Stabilization Practices - Seeding, mulching, installation of geotextile fabric, etc. on areas where construction activities have temporarily or permanently ceased.
  - b. Structural Practices - Construction of compost filter sock, berms, dikes, sediment traps, sediment basins, inlet protection, flow attenuation and velocity dissipation devices, covered material and waste storage areas, and other such devices to limit runoff and minimize the discharge of pollutants. Appropriate practices shall be incorporated for both surface drainage and for discharges from dewatering activities.
  - c. Operational Practices - Dust control, wash-down of construction vehicles at controlled locations, house keeping, regular waste collection and disposal, control of equipment fluids and lubricants, and similar practices to minimize pollutant generation.
4. Maintenance - A description of procedures to maintain protective measures in good and effective operating condition.
5. Inspection - A description of inspection procedures and schedules, to include, at a minimum, inspections of all structural and nonstructural pollution control measures at least once a week and within 24 hours of precipitation events of 0.5 inches or greater.
6. Contractor Identification and Certification - Clearly identify the contractor(s) or subcontractor(s) responsible for implementation of each control measure.

The SPPP may utilize plans, details, notes and other information provided in the construction documents, however, such information shall not, in itself, be construed to meet the requirements of this section. The Contractor must provide additional detail to ensure that the SPPP accurately reflects the Contractor's means and methods for construction, to include: construction sequencing, site layout, construction access, temporary facilities, specific structural and nonstructural controls and project organization.

The Contractor shall furnish shop drawings, manufacturers' data, test reports and material certification for:

1. Compost Filter Sock (CFS)
2. Timber Mats

## MATERIALS

**102-3.1 EROSION AND SEDIMENTATION CONTROLS.** The erosion and sedimentation controls shall be constructed with the materials shown on the details and plans.

## CONSTRUCTION METHODS

### 102-4.1 GENERAL

- A. Erosion and sedimentation control measures must be in place prior to any earthwork activities. Drawings provide specific details for each project areas.
- B. Place erosion and sedimentation control devices as shown on Erosion and Sediment Control Plans, Earth Disturbance Permit, SPPP, and as required by the Engineer.
- C. An approved set of NPDES plans and a copy of the Certification from the Soil Conservation District must be on display in the Construction Manager's field office prior to beginning any earthwork activities.
- D. The Contractor shall exercise every reasonable precaution, including temporary and permanent measures, throughout the duration of the project to control erosion and prevent or minimize pollution of rivers, streams, lakes, and other receiving waters. Siltation control measures shall be applied to erodible material exposed by any activity associated with construction including but not limited to local material sources, stockpiles, disposal areas, and haul roads.
- E. Temporary measures shall be coordinated with contract work to the extent practicable to ensure economical, effective, and continuous erosion and siltation control and pollution prevention. Permanent pollution control measures and facilities shall be installed as the work progresses.
- F. The Contractor shall inspect erosion and siltation control devices and measures for deficiencies on a weekly basis, immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall provide a weekly inspection report noting deficiencies observed and corrective action taken. Deficiencies shall be corrected immediately. Failure on the part of the Contractor to maintain erosion and siltation control devices in a functioning condition may result in the Engineer notifying the Contractor in writing of specific deficiencies. If the Contractor fails to correct or take appropriate actions to remedy the specified deficiencies within 24 hours after receipt of

such notification, the Engineer may require the Contractor to discontinue work in other areas and concentrate efforts toward rectifying the specified deficiencies or the Engineer may proceed to remedy specified deficiencies and deduct the entire cost of such work from monies due the Contractor.

- G. The Contractor shall restore all areas washed out by rainfall events. The restoration shall include, but not be limited to: grading, seeding and mulching. Any required restoration shall be at no additional cost to SARAA.

**102-4.2 COMPOST FILTER SOCK.** Compost Filter Sock shall be installed at the locations and to the limits shown on the plans and as directed by the Engineer, in accordance with the PADEP and PennDOT Pub. 408.

The Contractor shall maintain the alignment and condition of the Compost Filter Sock, as necessary, throughout its use on the project. Upon completion and/or as directed, the contractor shall remove the Compost Filter Sock from the project, at no additional cost to SARAA.

If required by construction operations and as approved by the Engineer, existing Compost Filter Sock shall be maintained and new Compost Filter Sock shall be added or relocated as necessary, at no additional cost.

**102-4.3 DUST CONTROL.** The Contractor shall employ construction methods and means that will keep flying dust to the minimum. The Contractor shall provide a mechanical broom sweeper capable of dust mitigation as required by the Engineer. The Contractor shall not lay water on the project and other areas immediately adjacent to the project limits which will create muddy or icy conditions on the site. The cost of carrying out the foregoing provisions shall be included in the bid price for this item.

The Contractor shall provide for prompt and proper removal from existing roadways, parking lots, or driveways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations.

**102-4.4 MAINTENANCE OF EXISTING STORMWATER AND EROSION CONTROL FACILITIES.** The Contractor shall maintain all existing erosion control facilities and existing stormwater facilities at the beginning of construction on the site. The removal or relocation of existing E & S controls shall be done in accordance with the plans.

**102-4.5 CONSTRUCTION ENTRANCE.** A timber mat shall be installed as shown on the plans. The timber mat shall be in place prior to any earth disturbance. In the event that the timber mat becomes clogged with soil, it shall either be replaced or cleaned. At the completion of construction, the timber mat shall be removed and the area seeded and mulched per these instructions. Construction entrances shall be placed at all locations where egress from areas of unstabilized materials are placed, onto stabilized roads or parking areas.



**CONTRACTOR'S QUALITY CONTROL (CQC)**

**102-5.1** The Contractor shall provide and maintain all pollution prevention, erosion and sediment control measures in accordance with the approved SPPP. At a minimum, all erosion and sediment control measures shall be inspected weekly, with daily inspections during and after rainfall events. The Contractor will ensure that all controls are maintained in effective working condition. The results of the SPPP inspections shall be documented as part of the CQC reporting procedures.

**METHOD OF MEASUREMENT**

**102-6.1** Timber Mat shall be measured by the square foot of Timber Mat installed and accepted.

**102-6.2** Compost Filter Sock shall be measured by the linear foot of Compost Filter Sock installed and accepted.

**BASIS OF PAYMENT**

**102-7.1** Payment shall be made at the contract unit price per square foot for Timber Mat. This price and payment shall be full compensation for furnishing all materials and for all preparation, excavation, placing materials, and replacing materials as required to maintain protection; and for all labor equipment, tools, and incidentals necessary to complete this protection.

**102-7.2** Payment shall be made at the contract unit price per linear foot for Compost Filter Sock. This price and payment shall be full compensation for furnishing all materials and for all preparation, excavation, placing materials, and replacing materials as required to maintain protection; and for all labor equipment, tools, and incidentals necessary to complete this protection.

Payment will be made under:

- (2) Item C-102-7.1 Timber Mats.....per Square Foot
- (3) Item C-102-7.2 Compost Filter Sock (CFS), 12” Diameter ..... per Linear Foot

END OF ITEM C-102

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## ITEM C-105 MOBILIZATION

### 105-1 DESCRIPTION

This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items; all necessary insurance, bonds, permits, erection of temporary fencing as called for on the plans, flagmen, traffic control devices, flashing lights, survey layout, and field offices for the use of the Contractor and on-site inspector, including all necessary utility connections. The Contractor shall provide maintenance of entrances to the Contractor's compound areas.

### 105-2 MOBILIZATION LIMIT

Mobilization shall be limited to 10 percent of the total project cost.

### 105-3 POSTED NOTICES

Prior to 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.

## METHOD OF MEASUREMENT

### 105-4 BASIS OF MEASUREMENT AND PAYMENT

Mobilization will be paid for at the contract lump sum bid price. This price and payment shall be full compensation for all work related this item. Payment shall be 25% at the time of the first estimate with the remaining 75% prorated over the life of the contract.

Payment will be made under:

- (1) Items C-105-4.1                      Mobilization, per lump sum

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

## ITEM P-151 CLEARING

### DESCRIPTION

**151-1.1** This item shall consist of clearing for haul routes, tree canopy clearing, and stump grinding. Work shall include the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

**a. Clearing for Haul Routes** shall consist of the cutting and removal of all trees, brush, logs, and hedges. The grubbing of stumps and roots is not permitted. Clearing is associated with haul route construction.

**b. Tree Canopy Clearing** shall consist of the cutting and removal of isolated single trees or isolated groups of trees. Stump removal or grinding is not included. The removal of trees of this classification shall be in accordance with the requirements for the particular area being cleared.

**c. Tree Canopy – Fell Trees Only** shall consist of the cutting only and dropping in place of isolated single trees or isolated groups of trees. Stump removal or grinding is not included.

**d. Stump Grinding.** Stump Grinding shall consist of the grinding of stumps to 6” below existing ground.

### CONSTRUCTION METHODS

**151-2.1 General.** The areas denoted on the plans for clearing for haul routes, tree canopy removal, and stump grinding shall be staked on the ground by the Contractor as indicated on the plans. Existing survey control shown on the project plans shall be used and maintained throughout the work.

The Contractor shall perform work without damaging fences, buildings, utilities, or any other facilities or objects on properties in the work areas. The contractor shall be responsible for any property damage. The Contractor shall employ or obtain the services of a Certified Arborist to oversee the tree trimming operations. All trimming and removal shall be done in accordance with the National Arborist Association (NAA) Planting Standards, ANSI A300 Pruning Standards, and International Society of Arboriculture (ISA) Tree Pruning Guidelines for Crown Thinning and Height Reduction, and York County requirements.

**151-2.1.1 Disposal.** All materials removed by clearing or tree removal shall be disposed of outside the Airport’s limits at the Contractor’s responsibility. Burning is not permitted.

**151-2.1.2 Blasting.** Not Used

**151-2.2 Clearing.** The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required. The use of heavy equipment is not permitted outside the Limit of Disturbance as shown on the plans.

**151-2.3 Clearing and grubbing.** Clearing and Grubbing is not permitted.

**151-2.4 Verification.** Upon completion of the tree trimming, the Contractor shall survey the tree top elevation and provide survey data to the Engineer for review. Any trees not cut to the required elevations shall be trimmed again by the Contractor at no additional cost to SARAA.

**151-2.5 Existing Conditions.** The Contractor will be responsible to repair or replace any existing condition damaged or destroyed by his work during this project. Any item damaged will be reported to the Owner and repaired or replaced immediately at no cost to the Owner. No existing fencing is to be damaged or removed to allow access to the work area.

### **METHOD OF MEASUREMENT**

**151-3.1** The quantities of clearing for haul routes as shown by the limits on the plans shall be the number of square yards of land specifically cleared.

**151-3.2** The quantities of tree canopy clearing as shown by the limits on the plans shall be the number of acres of land where trees are specifically removed with stumps to remain.

**151-3.3** The quantities of Tree Canopy – Fell Trees Only as shown by the limits on the plans shall be the number of acres of land where trees are specifically felled with felled trees, branches, and stumps to remain.

**151-3.4** The quantity of stumps grinded as shown on the plans shall be the number of individual trees stumps specifically grinded.

### **BASIS OF PAYMENT**

**151-4.1** Payment shall be made at the contract unit price per Square Yard for Haul Route Clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**151-4.2** Payment shall be made at the contract unit price per Acre for Tree Canopy Clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**151-4.3** Payment shall be made at the contract unit price per Acre for Tree Canopy – Fell Trees Only. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**151-4.4** Payment shall be made at the contract unit price per Each Tree Stump to be Grinded. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

- (8) Item P-151-4.1 Haul Route Clearing – per Square Yard
- (9) Item P-151-4.2 Tree Canopy Clearing - per Acre
- (10, 10A) Item P-151-4.3 Tree Canopy – Fell Trees Only - per Acre
- (16) Item P-151-4.4 Stump Grinding (6 Inch Depth), <12" Diam – per Each Stump
- (17) Item P-151-4.5 Stump Grinding (6 Inch Depth), 12" To <24" Diam – per Each Stump
- (18) Item P-151-4.6 Stump Grinding (6 Inch Depth), 24" To <36" Diam – per Each Stump
- (19) Item P-151-4.7 Stump Grinding (6 Inch Depth), 36" To <48" Diam – per Each Stump
- (20) Item P-151-4.8 Stump Grinding (6 Inch Depth), 48" Diam Or Greater – per Each Stump

**END OF ITEM P-151**

## ITEM P-160 TREE TRIMMING

### DESCRIPTION

**160-1.1** This item shall consist of the trimming/pruning of trees to the required elevations given, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

**a. Tree Trimming.** Tree Trimming shall consist of the trimming and removal of limbs, debris, brush and other loose or projecting material from the designated areas.

### CONSTRUCTION METHODS

**160-2.1 General.** The areas denoted on the plans to be tree trimmed shall be staked on the ground by the Contractor as indicated on the plans. Existing survey control shown on the project plans shall be used and maintained throughout the work.

The Contractor shall employ or obtain the services of a Certified Arborist to oversee the tree trimming operations. All trimming and removal shall be done in accordance with the National Arborist Association (NAA) Planting Standards, ANSI A300 Pruning Standards, and International Society of Arboriculture (ISA) Tree Pruning Guidelines for Crown Thinning and Height Reduction, and York County requirements.

**160-2.1.1 Disposal.** The disposal of materials shall follow P-151-2.1.1.

**160-2.2 Tree Trimming.** The Contractor shall trim trees as indicated on the plans. All tools and equipment used in trimming trees shall be sharp and capable of marking clean cuts in trees. Cuts that remove branches at their point of origin shall be made close to the parent limb without cutting into adjacent collar or leaving a stub. Cuts that reduce the lengths of branches shall bisect the angle between the bark ridge and a line perpendicular to the branch. The final cut shall leave a flat surface with near bark left firmly attached. If removing dead branches, final cut shall be made just outside the collar of living tissue.

Branches and debris shall be removed from the work area in a manner that does not damage trees or other plants in work area. Large branches shall be supported if necessary to eliminate the splitting of wood or tearing of bark on areas to remain. Ropes or other equipment shall be used where necessary to lower branches to ground in a safe manner. All severed limbs and debris shall be removed from the project work area on a daily basis or as directed by Engineer. Removal of debris shall be performed in a manner that does not damage plants and shrubs in the work area.

Wound treatments shall not be used except when required for disease, insect, sprout control, or for cosmetic reasons. Wound treatments that are damaging to the tree or its tissue shall not be used. The **use of heavy equipment** is not permitted in the tree trimming areas.

**160-2.3 Wetland.** Several of the areas to be trimmed are very low and wet. The site may be very overgrown with trees and thick brush and contain a number of small deep ponds and canals. Many areas are jurisdictional wetland or created mitigation areas. Any damage to the wetland or mitigation areas must be repaired by the Contractor at their expense.



**160-2.4 Verification.** See P-151-2.4

**METHOD OF MEASUREMENT**

**160-3.1** The quantities of Tree Canopy Trimming as shown by the limits on the plans shall be the number of acres of tree canopy trimmed.

**BASIS OF PAYMENT**

**160-4.1** Payment shall be made at the contract unit price per acre for Tree Canopy Trimming. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

(7)                                      Item P-160-4.1                      Tree Canopy Trimming – per acre

**END OF ITEM P-160**

## ITEM T-901 SEEDING

### DESCRIPTION

**901-1.1** This item shall consist of soil preparation and seeding of the areas shown on the plans or as directed by the Engineer in accordance with these specifications.

### MATERIALS

**901-2.1 Seed.** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

**Table 1 – Permanent Seed (PennDOT Formula B)**

Species	% By Weight	Minimum %		Max % Weed Seed	Rate of Application lb/1,000 yd <sup>2</sup>
		Seed Purity	Germination		
Perennial Ryegrass mixture (Lolium perenne). A combination of improved certified varieties with No one variety exceeding 50% of the total Ryegrass component.	20	97	90	0.10	8.5
Creeping Red Fescue or Chewings Fescue (Festuca rubra or ssp commutate) (Improved and Certified)	30	97	85	0.10	12.5
Kentucky Bluegrass mixture (Poa pratensis). A combination of improved certified varieties with no one variety exceeding 50% of the total Bluegrass component	50	97	80	0.15	21.0
					42.0 Total

**Table 2 – Temporary Seed (PennDOT Formula E)**

Species	% By Weight	Minimum %		Max % Weed Seed	Rate of Application lb/1,000 yd <sup>2</sup>
		Seed Purity	Germination		
Annual Ryegrass (Lolium multiflorum)	100	95	90	0.10	10.0
					10.0 Total

Seeding shall be performed during the period between **March 15 to June 1** and **August 1 to October 15** inclusive, unless otherwise approved by the Engineer.

**901-2.2 Lime.** Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of **2,000 lbs/AC** for Temporary Seed (PennDOT Formula E) and **4,000 lbs/AC** for Permanent Seed (PennDOT Formula B). All liming materials shall conform to the requirements of ASTM C602.

**901-2.3 Fertilizer.** Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment. Fertilizers shall be 10-20-20 commercial fertilizer and shall be spread at the rate of 140 lbs/1000 yd<sup>2</sup>.

**901-2.4 Soil for repairs.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the Engineer before being placed.

### CONSTRUCTION METHODS

**901-3.1 Advance preparation and cleanup.** After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

#### **901-3.2 Dry application method.**

**a. Liming.** Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

**b. Fertilizing.** Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3. **c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

**d. Rolling.** After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

**901-3.3 Wet application method.**

**a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b. Spraying equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

**c. Mixtures.** Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the Engineer all sources of water at least two (2) weeks prior to use. The Engineer may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the Engineer following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

**d. Spraying.** Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the ENGINEER, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

**901-3.4 Maintenance of seeded areas.** The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the ENGINEER. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the ENGINEER. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

#### METHOD OF MEASUREMENT

**901-4.1** The quantity of seeding to be paid for shall be measured per square yard, or portion thereof, measured per surface areas, seeded, and mulched complete and accepted by the Owner.

#### BASIS OF PAYMENT

**901-5.1** Seeding shall be paid for at the contract unit price per square yard, which price and payment shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

Payment will be made under:

(21)	Item T-901-5.1	Seeding - per square yard
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#### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications

are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602                      Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC                      JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33              Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-901**

## ITEM T-905 TOPSOIL

### DESCRIPTION

**905-1.1** This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the Engineer.

### MATERIALS

**905-2.1 Topsoil.** Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

**905-2.2 Inspection and tests.** Within 10 days following acceptance of the bid, the Engineer shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

### CONSTRUCTION METHODS

**905-3.1 General.** Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the Engineer before the various operations are started.

**905-3.2 Preparing the ground surface.** Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Engineer, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil.



The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

**905-3.3 Obtaining topsoil.** Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the Engineer. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the Engineer. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the Engineer. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the Engineer. The Contractor shall notify the Engineer sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

**905-3.4 Placing topsoil.** The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the Engineer. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

#### **METHOD OF MEASUREMENT**

**905-4.1** Topsoil obtained off the site shall be measured by the number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.

### BASIS OF PAYMENT

**905-5.1** Payment will be made at the contract unit price per cubic yard for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

- (22) Item T-905-5.1 Topsoil (Furnished from Off Site) - per cubic yard

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

- ASTM C117 Materials Finer than 75  $\mu\text{m}$  (No. 200) Sieve in Mineral Aggregates by Washing

Advisory Circulars (AC)

- AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

- Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-905**

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## ITEM T-908 MULCHING

### DESCRIPTION

**908-1.1** This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the Engineer.

### MATERIALS

**908-2.1 Mulch material.** Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

**a. Hay.** Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

**b. Straw.** Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

**c. Hay mulch containing seed.** Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the Engineer. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather-resistant stacks or baled and stored in a dry location until used.

**d. Manufactured mulch.** Cellulose-fiber or wood-pulp mulch shall be products commercially available for use in spray applications.

**e. Asphalt binder.** Not Used

**908-2.2 Inspection.** The Engineer shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the ENGINEER and any materials brought on the site that do not meet these standards shall be rejected.

### CONSTRUCTION METHODS

**908-3.1 Mulching.** Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods,

provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the Engineer. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre to provide a loose depth of not less than 1-1/2 inches nor more than 3 inches. Other organic material shall be spread at the rate directed by the Engineer. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch nor more than 2 inches.

**908-3.2 Securing mulch.** The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the Engineer. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

**908-3.3 Care and repair.**

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the Engineer, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the Engineer, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

**METHOD OF MEASUREMENT**

**908-4.1** Mulching shall be measured in square yards on the basis of the actual surface area acceptably mulched.

**BASIS OF PAYMENT**

**908-5.1** Payment will be made at the contract unit price per square yard for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

(23)                                      Item T-908-5.1                      Mulching - per square yard

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977                      Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33              Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-908**

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**SECTION X-9808  
PLANTS AND PLANTING**

**808.1 DESCRIPTION**—This work is the furnishing and planting of trees and shrubs, and includes shrub-bed preparation.

**808.2 MATERIAL**—According to the current edition of “American Standard for Nursery Stock” (ASNS), ANSI, Z60.1 of the American Nursery and Landscape Association (ANLA), and as follows:

**(a) Plant Stock.**

- True to type and name, according to the current edition of Standardized Plant Names of the American Joint Committee on Horticulture Nomenclature;
- Each bundle or each plant, if not bundled, labeled with not less than the plant's common name and size;
- Typical of the species or variety indicated;
- Free from disease and injurious insects, according to State and Federal laws;
- Free from mechanical injuries, cutback leaders, broken branches, decay, or other defects;
- Unless otherwise designated, nursery-grown plants, acclimated to Pennsylvania soil and climatic conditions; and
- Dormant, other than those specified as container grown.

1. **Nursery Stock.** Grown in a licensed nursery for a period of at least one full-growing season. The use of mechanical digging equipment at the nursery will be allowed only when its use is not detrimental to nursery stock survival.

Pennsylvania is located within U.S. Department of Agriculture (USDA) Plant Hardiness Zones 5 and 6 with winter temperatures ranging from -20F to -10F for Zone 5 and -10F to 0F for Zone 6. Provide plants that have been grown for a period of at least 1 year in a nursery located within the same USDA Plant Hardiness Zone or colder Zone that exists at the location of the planting project.

Submit for approval a complete and detailed source of supply for each plant item indicated in the contract at least 90 days before the anticipated start of the planting operations. The Department reserves the right to reject plants from nurseries that do not qualify for the USDA Hardiness Zone growing requirement.

2. **Collected Plants.** Plants collected from native or previously established plantings that have not been re-established in a nursery row or grown under regular nursery cultural practices for at least two full-growing seasons. Designate collected plants as such.

3. **Balled and Burlapped (B&B) Plants.**



- Firmly balled with the original and undisturbed soil in which the plant was growing.
  - Wrapped with untreated, biodegradable burlap or similar acceptable material, then tightly laced with biodegradable lacing to hold the ball firm and intact.
  - Plants delivered to the planting site with balls broken, loose, or manufactured will be rejected.
  - Acceptable nursery trade root protection devices will be allowed in lieu of burlap wrap, as approved.
- 4. Container-Grown Plants.** Grown for at least one year, but not more than 2 years, in the same container so that the roots and soil ball held together and retained its shape when removed from the container. The Department will reject plants that exhibit a “pot-bound” condition with girdling and encircling primary roots. Only ground-cover, vine-type plants with roots exhibiting a “pot-bound” condition will be accepted.
- 5. Herbaceous Plants.**
- 5.a Rhizome.** Resilient, underground propagule collected during dormant condition and exhibiting light colored buds or shoots.
- 5.b Bulb or Tuber.** Firm, underground propagule collected during dormant condition and exhibiting light colored buds or shoots.
- 5.c Peat Pot.** Generally 1 3/4-inch to 2 1/4-inch square, commercial peat pot, filled with an approved potting soil mixture. Containing at least three nursery-grown plants, each with a minimum active top growth of at least 6 inches and having roots sufficiently developed through the peat pot surface so as to be firmly contained.
- 5.d Plug (Grasses, Rushes, and Sedges).** Cubical or cylindrical plant extracts, minimum of 4 inches wide by 4 inches deep, cut from existing plant communities containing stems, roots, associated underground parts, and soil. Keep plug moist and viable for planting. Plug may also be provided in 2 inches square nursery pots or 2 inch wide by 6 inch deep pre-molded plastic tubes (tublings) manufactured to encourage deep root development. Minimum active top growth development of 4 inches.
- 5.e Starter Plant.** Bare root plants with developed root systems capable of being transplanted and generated from seed, rhizome, or rootstock. Starter plant may also be provided in 2 inches square nursery pots or 2 inch wide by 6 inch deep pre-molded plastic tubes (tublings) manufactured to encourage deep root development. Minimum active top growth development of 6 inches.
- 6. Bare Root (BR) Plants.** Plants that have been dug while dormant and have had the soil removed from the roots exhibiting a live, moist, and well-branched, fibrous root system characteristic of the species, free from rot, mold, and damage. Roots dipped into, and thoroughly covered with, a gel comprised of water and a superconcentrated, water-absorbent, nontoxic, neutral pH, starch graft/acrylate copolymer, insoluble material manufactured for this dipping purpose. Mix gel dip to manufacturer's recommended rate.

**7. Crownvetch Plants.**

**7.a Crowns.** No. 1, whole, field-grown crowns of certified variety at least one growing season old. Overall plant length of 6 inches to 9 inches, including 1/2 inch of top growth. Measuring not less than 1/8 inch or more than 3/8 inch in caliper, at a point 1 inch below the root collar.

**7.b Potted Plants.** Certified variety, grown for a period of at least 100 days. In 2 1/4-inch or larger peat pots and “pot-bound,” with a top growth of not less than 6 inches.

**8. Live Stakes.** Provide live stakes harvested locally, within the same physiographic ecoregion and plant hardiness zone. Live Stakes are composed of freshly cut, dormant branches, with side branches removed cleanly, 1/2 to 2 inches in diameter, 24 to 36 inches in length. Butt ends must be cut at a 30 to 45-degree angle for insertion into the soil. Tops must be cut square or blunt to allow for installation. At least 2 to 5 bud scars are required near the top to facilitate branch development. Collect live cuttings during the dormant period between November 1st and March 31st; live stakes provided and / or installed outside this period are not permitted. Where local conditions warrant, these dates may be extended, if directed in writing by the District Executive. Do not store live stakes for more than 2 weeks after they have been prepared for installation.

**9. Storage, Packing, and Handling.** According to good nursery practice. Plants showing signs of improper storage, packing, or handling will be rejected.

**10. Inspection and Rejection.** Plant materials will be inspected at the project planting site prior to planting. Complete form CS 6104, Plant Material Inspection Report, for each shipment. Provide certification as specified in Section 106.03(b)3. A state nursery inspection certificate is required with each shipment, invoice, or order of plants to verify inspection for pest control, as well as freedom from disease and insect pests, before removal from the nursery or place of growth.

Inspection at the project site is to ensure that plant stock is from an approved source, is in healthy and undamaged condition, and according to size, type, quantities, and appropriate ANSI Z60.1 Standards.

Plants exhibiting the following defects or damage may be rejected:

- Decayed tissue on plant trunk, branches, or twigs.
- Sunscald or sunburn resulting in cambium tissue or bark damage.
- Mechanical damage/bark abrasions resulting in damage to cambium tissue.
- Frost cracks appearing as splits in bark or wood.
- Disease resulting in abnormal growth of leaves, twigs, fruit, bark, discoloration of leaves and bark, or sap discharge.
- Insect damage appearing as borer holes into bark or wood or insect eggs or larvae.

- Other damage or injury such as branch and twig die-back, dry buds, or dead leaves.
- Improper pruning resulting in improper stubs left on trunk, branches, or twigs, removal of excessive branches that leaves the plant asymmetrical or non-uniform in plant density, and pruning wounds larger than 1 inch in diameter.
- Girdling roots appearing as roots growing in a damaging, encircling configuration.
- Non-standard growth patterns for single or multiple stem plants, non-typical for their plant genus, species, or varieties.
- Sheared evergreen trees or shrubs not representative of full-foliaged, natural-growth plants.
- Evidence of undue damage to root ball structure causing broken root balls and plants loosened in the soil ball.
- Evidence of insufficient roots throughout the entire soil ball and with fewer than five undamaged, viable, balanced, primary roots.
- Excessive top growth not in acceptable balance with the root system.

Plant materials will be accepted, subject to responsibility for latent defects, as specified in Section 107.16(b).

Plants damaged during planting operations will also be rejected and require replacement with appropriate indicated plants.

Segregate and remove rejected plants from the planting site within 48 hours or as directed.

**11. Substitutions.** No substitutions will be allowed without authorization, as provided in Form CS 616, Request for Plant Material Substitution.

**12. Shipment.** Carefully pack the roots of bare-rooted stock in sphagnum moss, moist straw, or other suitable material that will ensure the plant's arrival in acceptable condition. For material shipped in open vehicles, cover with securely fastened canvas, burlap, or other material to prevent wind burn or drying. Plant material that has heated or "sweated" by reason of tight packing or poor ventilation will be rejected. For plants approved to be shipped during the active growing season, treat plants with antidesiccant and/or antitranspirant material, applied by spraying or dipping, to prevent excessive transpiration. Comply with local, State, and Federal laws relative to plant material shipment.

**(b) Antidesiccant/Antitranspirant.** ASTM E 96 in liquid form.

**(c) Fertilizer.** 20-10-5 tablets (10 gram), 16-8-16 packets, and 19-6-12 fertilizers conforming to the requirements of Section 804.2(a)2. When using packets, use in 4-ounce, individual, heat-sealed, polyethylene envelopes. Application rates are as shown on the Standard Drawings or as directed.

(d) **Mulch.** Section 805.2(a)2

- (e) **Backfill Mix for Planting or Transplanting.** A uniform mixture of one part peat or compost material, as specified in Section 808.2(f), and three parts soil by volume that was removed from the planting pit.

Where it is determined by the Representative that wet and poorly drained planting conditions exist, backfill with soil removed from the planting pit.

The ratio of peat to soil for plants requiring an acid soil is one part peat to two parts soil by volume.

(f) **Soil Amendments.**

1. **Peat.** Shredded reedsedge peat or sphagnum moss peat, or a combination of both, from fresh water sites. Do not use peat material in an advanced stage of decay. Provide peat material, conforming to the following requirements:

- Minimum of 80% organic matter.\*
- Maximum of 15% ash content.\*
- Minimum of 400% water holding capacity.\*
- Maximum delivered density of 30 pounds per cubic foot.
- pH—4.5 to 6.0 (use laboratory analysis to indicate the liming required).

\* Oven dry basis.

Submit a laboratory analysis of the peat intended for use. Do not ship peat material to the project until acceptance is received.

2. **Paper Mill Compost.** A blend of fibrous bark fines and wood-pulp fibers, composted, free of foreign material and substances toxic to plant growth, and conforming to the following requirements:

- Minimum of 70% organic matter.\*
- Maximum of 25% ash content.\*
- Minimum of 200% water holding capacity.\*
- Particle size—1/2 inch maximum.
- Free of weeds.
- pH—7.0 ± 0.5.

\* Oven dry basis.

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Submit a certified laboratory analysis with each shipment.

3. **Sewage Sludge Compost.** A blend of composted sewage sludge and wood chips, conforming to the requirements specified in Section 805.2(a)2.e, except the maximum size particle is 3/8 inch.
4. **Compost.** Decomposed product derived from agricultural, food and yard organic matter source. Composted at a DEP, Bureau of Waste Management permitted site under industry standards and U.S. EPA regulations, to provide a stable, weed free, nontoxic, soil amendment with a non-objectionable odor, and conforming to the following requirements:

- moisture content—35 to 55%
- trace elements and heavy metals—meet U.S. EPA Part 503 Exceptional

Quality Concentration Limits

- particle size—pass 1-inch standard screen
- pH—5.5 to 8.0
- soluble salt concentration—3.0 dS maximum
- manufactured foreign matter—less than 1% by weight

For plants requiring an acid soil, provide only compost that has not received the addition of liming agents or ash by-products and having a pH value ranging from 5.5 to 7.0.

5. **Water Absorbent Polymer.** A synthetic, nontoxic, granular polymer (polyacrylamide) product manufactured to increase the water holding capacity of the soil. Dry, free flowing granules capable of absorbing at least 200 times their weight in water, and conforming to the following requirements:

- Material—cross-linked modified acrylic polymer
- Granular size—40 mils to 157 mils
- Density—45.5 lbs/ft<sup>3</sup>
- Time to achieve 100% absorption—56 minutes
- Absorption—minimum of 400 g/g (grams of water per gram of product)
- Deionized water—minimum of 200 g/g (grams of water per gram of product)
- Tap water—(rated 160 mg NaCl/liter of water)

**6. Mycorrhizal Inoculation.**

6.a **Trees.** Premeasured 3-ounce packets containing live endo and ectomycorrhizal fungi, plant biostimulants, and water absorbent polymers conforming to the following typical requirements:

- Endomycorrhizal fungi Minimum 1000 live spores of Vesicular arbuscular (VA) fungi to include entrephospora columbiana, glomus etunicatum, glomus clarum, and glomus species
- Ectomycorrhizal fungi Minimum 60 million live spores of pisolithus tinctorius
- Biostimulants Dry soluble yucca extract (yucca schidigera); soluble sea kelp extract (ascophylum nodosum); and humic acid (leonardite humates)
- Water absorbent polymer 0.7 mm to 1.5 mm particles of cross-linked polyacrylamide copolymer with certified free acrylamide monomer level of less than 0.05%

**6.b BR Seedlings and Transplants.** Root dip material containing live endo and ectomycorrhizal fungi, plant biostimulants, and water absorbent polymers conforming to the following typical requirements:

- Endomycorrhizal fungi Minimum 50 000 live spores of VA fungi per pound of product to include entrephospora columbiana, glomus etunicatum, glomus clarum and glomus species
- Ectomycorrhizal fungi Minimum 140 million live spores of pisolithus tinctorius per pound of product.
- Biostimulants Dry soluble yucca extract (yucca schidigera); soluble sea kelp extract (ascophylum nodosum); and humic acids (natural humates)
- Water absorbent polymer 0.2 to 0.8 mm sized particles of polyacrylamide copolymer

**7. Spent Mushroom Soil Compost.** Organic substrate used in mushroom production that has been steam sterilized, then composted for a minimum of 90 days in well-managed windrows, and on a properly surfaced and protected composting pad. Conforms to the requirements specified in Section 808.2(f)4 except the soluble salt content is 20 dS maximum and the moisture content is 60% maximum.

**(g) Stakes and Collar Strap Attachments.** As shown on the Standard Drawings and conforming to the following requirements:

**1. Wood Stakes.** Rough-sawn, red or white cedar, southern yellow pine, or other acceptable hardwoods. Provide stakes free from knots, rot, or other defects that impair strength or render

them unfit for the intended purpose.

2. **Steel Stakes.** Section 1103.08(a)

3. **Collar Strap Attachments.**

3.a **Rubber Collar Strap.** A wide, flexible rubber strip ranging in width from 1 1/2 inches to 3 inches with minimum length ranging from 14 inches to 19 inches made from recycled tire inner tube with a 1/2-inch minimum diameter brass plated grommet on each end.

3.b **Fiber Collar Strap.** High tenacity, flexible, non-stretch polypropylene or heavy-duty nylon fibers; or natural cotton fibers, woven into tubular or flat surfaced, soft edged, abrasion resistant straps with a minimum width of 3/4 inch manufactured for staking trees and conforming to the following requirements:

1. Straps made from a continuous roll of synthetic strap material cut to the appropriate length required to encircle the tree trunk and attach to the stake as specified in Section 808.3(g)5.
2. A manufactured, synthetic strap with #1 brass grommets positioned 1 inch from each end and of an appropriate length to encircle the tree trunk and attach to the stake as specified in Section 808.3(g)5.
3. A manufactured, synthetic strap with a 1-inch galvanized, ribbed nail within a plastic retaining washer at one end of the strap and of an appropriate length to encircle the tree trunk and attach to the stake as specified in Section 808.3(g)5.
4. A manufactured natural cotton strap with #1 brass grommets positioned 1 inch from each end and of an appropriate length to encircle the tree trunk and attach to the stake as specified in Section 808.3(g)5.

3.c **Strap Tie.** All-purpose, biodegradable, 3 or 4-ply, non-stretch, cotton, hemp, jute, or sisal, natural fiber, twisted twine or rope that will pass through the grommet ends of the straps specified in Section 808.2(g)3.b.

(h) **Water.** Section 720.2

(i) **Time-Release Water.** A nontoxic, pH neutral, poly cellulose gel form of water in a biodegradable carton that slowly liquefies in contact with soil micro-organisms as its container decomposes, and conforming to the following requirements:

1. **Poly Cellulose Gel.**

- 98% water
- 2% vegetable gum and alum

2. **Carton.** Biodegradable, 1-quart standard size.

**808.3 CONSTRUCTION**—As shown on the Standard Drawings and as follows:

- (a) **Plant Protection and Temporary Storage.** Untie and completely remove any binding materials from plants that were transported with bound branches.

Protect plants at all times. Plants will be rejected if left out of the ground, unprotected overnight; left with roots exposed to wind or sun; or left improperly protected during transit, unloading, storage, or during the planting operation. Secure a suitable storage area near the planting site that is shaded, if possible, during the hottest times of the day.

Protect root systems from undue exposure to sun and wind during planting operations as follows:

1. **B&B and Container Plants.** Place the root balls and plant containers close together at the storage area without damaging the plants. Cover root systems with wet burlap, wet mulch, wood chips, straw, or other approved materials to keep the roots moist. Keep cover material moist.
2. **BR Plants.** Heel-in plants by digging a shallow trench and placing roots in the trench. Cover root systems with wet burlap, wet mulch, wood chips, straw, or other approved materials to keep the roots moist. Keep cover material moist.
3. **Live Stakes.** During transport, live stakes must be bundled and covered with a tarpaulin or wet burlap. Transport in unheated portions of a vehicle, and in a moist condition to prevent drying out and tree stress.

When on site, protect from overheating, wind damage, and drying out by storing in a cool, moist, and shaded environment. Spray daily or immerse in cool water less than 60F to prevent drying. Do not store for more than 2 weeks.

- (b) **Layout of Plantings.** Delineate the plant pit locations, plant bed, and planting area outlines as indicated. Identify the plants to be placed at the delineated location. Do not start excavation or cultivation until the locations and outlines are accepted. Use shrub bed preparation in all shrub beds.

If rocks or other obstructions prevent planting at indicated locations, the Representative will determine alternate locations or deletions.

- (c) **Shrub Bed Preparation.** For all shrub bed areas, remove any existing sod or other vegetation growth from the bed areas. Add additional topsoil, if required, to re-establish grade.

Uniformly spread approved peat or compost material to a 3-inch depth, and thoroughly incorporate it into the soil to a depth of 6 inches. Remove and dispose of undesirable material larger than 2 inches in any dimension as directed.

- (d) **Preparation of Plant Pits.** Schedule digging operations, particularly on slopes, so that the actual planting operation occurs within 1 week of the digging, unless a delay is approved. Prepare planting pits to the size shown on the Standard Drawing and as follows:

1. **Trees.** Dig pits with tapered sides and flat bottom so that the pit is wider at the top than at the root mass depth and large enough to accommodate the roots without crowding. Allow for the placement of at least 12 inches of backfill mix around all sides at the bottom of the



root mass. Scarify, loosen, or roughen the tapered pit sides for any glazed or hardened soil surfaces immediately before planting.

2. **Shrubs and Seedling Transplants.** Dig pits, except for slope plantings, with tapered sides and flat bottom so that the pit is wider at the top than at the root mass depth and large enough to accommodate the roots without crowding. Allow for the placement of at least 6 inches of backfill mix around all sides at the bottom of the root mass. Scarify, loosen, or roughen the tapered pit sides for any glazed or hardened soil surfaces immediately before planting. Dig pits for slope plantings with vertical sides and flat bottom.
3. **Vines.** Dig pits of appropriate size with tapered sides to accommodate the roots without crowding for vine plants such as periwinkle, pachysandra, and ivy. Provide at least 4 inches of backfill mix beneath and around all sides of the root system.

**(e) Pruning.**

1. **Branches.** Prune any dead, dying, broken, or undesirable branches not adequately pruned at the nursery or damaged during transport or installation. The removal of too many damaged branches that leaves an asymmetrical or non-uniform sided plant will be grounds for rejection of the plant. Prune according to best horticultural practice for the health of the plant and the natural or designed form and growth characteristics of the individual species.
2. **Roots.** Cut damaged or broken primary roots immediately above the damage with a clean, oblique cut.

**(f) Transplanting Existing Plants.** Relocate plant material designated for transplanting to areas indicated. Move plants while dormant unless otherwise approved.

Apply an approved antidesiccant/antitranspirant, according to the manufacturer's application recommendations, to all evergreen plant material and any deciduous trees or shrubs in leaf before digging.

Dig plants with root balls of sufficient diameter and depth to encompass enough fibrous and feeding roots for the full recovery of the plant. Root ball sizes and depths to correspond to the next largest size nursery grown stock listed in the ASNA Standard for deciduous and evergreen trees and shrubs. Dig root ball to have a flat bottom. Keep roots protected and moist at all times during transplanting procedures. Ball and burlap roots using tightly sewn, untreated, biodegradable burlap laced with heavy twine as specified in Section 808.2(a)3 and approved nursery industry practices. Prune any damaged, broken, or diseased main roots as specified in Section 808.3(e)2.

Carefully transport plants to the transplant site within 24 hours after digging. Handle plants only by the root ball.

Pad trunks and major branches to prevent damage.

Replant, prune, water, and maintain transplanted material in the same manner as new stock.

As specified in Section 808.3(a), locate and prepare an acceptable, secured, temporary site for heeling in or above ground storage of all plants that cannot be replanted within 24 hours at their designated transplant site due to construction sequencing. Keep all root balls moist during the storage period.

**(g) Planting.** Plant when soil and climatic conditions are favorable, according to the following

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schedule:

- Deciduous trees and shrubs: October 15 to November 30 and April 1 to May 15
- Evergreen trees and crownvetch plants: March 1 to May 15 and August 1 to September 15
- Seedlings and seedling transplants: March 1 to May 15
- Rhizomes, bulbs, tubers, and starter plants: March 1 to May 15
- Plugs and peat pots: March 1 to September 15
- Live stakes: November 1 to March 31

Where local conditions warrant, these dates may be extended, if directed in writing by the District Executive.

**1. Placing Plants.** Set plants plumb and at the required depth as shown on the Standard Drawings and conforming to the following requirements:

**1.a B&B.** Handle B&B plants by the ball or other root protective device, not by the stem or branches. Cut or untie the root ball lacing and lay back or cut off the burlap wrap from the top one-third of the root ball. Remove the top one-third of any root ball wire protective baskets.

**1.b BR.** Carefully handle BR plants by the main plant stem and any packaging material to avoid damage to the bark and roots. Form a raised soil mound in the planting pit of sufficient size to match the lateral spread of the root mass and to bring the plant up to the proper planting depth. Spread roots evenly over the mound before backfilling.

**1.c Container Grown.** Handle plants by the packing container, not by the stem or branches. Remove the container from the root mass formed by the container. Separate and spread any compacted roots outward in the planting pit before backfilling.

**1.d Live Stakes.** Soak the bottom half of the live stake in cool water for a minimum of 24 hours before installation. Do not install into frozen ground. Create a pilot hole 1/2 to 1 inch larger in diameter than the diameter of live stakes in firm soil a minimum of 2/3 of the total length of the live stake, puncturing geotextile or matting as needed. Using a rubber mallet or a wooden tamping surface install live stakes with the square end upward and the pointed end downward at approximately a 45-degree angle pointed downstream. Live stakes may be hammered directly into the soft soil when allowed by the Representative.

Install live stakes with a minimum of 2/3 of the total length below the ground and the bud scars above ground. After installation, firmly pack soil removing all gaps and pockets around the live stake. Splits that occur during installation that extend beyond only one bud scar are acceptable. Splits that extend beyond two bud scars will be rejected. Remove and replace at no cost to the Department any rejected live

stakes.

**2. Fertilizing and Backfilling.** Fertilize, according to the fertilizer schedule and as detailed.

Mix the specified quantity of water absorbent granules into the backfill material spread around the plant roots in the bottom half of the planting hole. Use 0.5 ounce of water absorbent polymer granules for each 4-inch width of root ball for shrubs and 2 ounces for each 1-inch caliper of trees. Cultivate and completely tamp backfill mix around the ball or roots, in a manner that fills voids and eliminates air pockets. Avoid breaking or damaging roots during backfilling and tamping operations. When backfilling is two-thirds complete, lay back or cut off and remove the top one-third of the root ball wrapping material on B&B plants. Cut off and remove any wire root protection devices from the top one-third of the root ball. Thoroughly water the backfill material around the roots. Complete backfilling and broadcast mycorrhizal fungi around the perimeter of the root ball and incorporate into the top 10 inches of the backfill mix. Thoroughly water again after the initial watering has been completely absorbed. Firm backfill material around the top of the planting hole and plant stem. Fill in any surface irregularities of the planting hole and level soil. Apply one fungi packet of material for each 1 inch of tree caliper measured 6 inches above the top of the root ball. Fungi application is not required for shrub or ground cover plants.

Do not expose fungi packets to direct sunlight until ready to use at the planting pit. Provide documentation of delivery to planting site of approved fertilizer(s) and fungi product. Certify that fertilizer and fungi requirements were installed as specified in the aforementioned paragraphs.

3. **Crownvetch Plants.** Plant crownvetch crowns or plants using Reforestation Method A. For areas planted with crownvetch plants, treat the soil before planting with lime and fertilizer at the rates specified in Section 804.3(c). Apply Formula E seed at the rate of 5 pounds per 1,000 square yards. Mulch with hay as specified in Section 805.
4. **Reforestation Methods.** Space and arrange plants as indicated or as directed. Puddle plants in a mud slurry immediately before planting.
  - 4.a **Method A—Crownvetch Plants.** Make a vertical hole in the soil 6 inches to 8 inches deep, but do not excessively loosen the soil. Insert the root in a vertical position in the hole with the root collar resting at the same depth as it grew originally. Firmly tamp to close the hole and exclude air pockets without damaging the plant. Thoroughly water the planted area after installation.
  - 4.b **Method B—Seedling Material and Seedling Transplants.** Prepare plant pits as specified in Section 808.3(d). Dig pits as large as necessary to accommodate plant root system and gel water carton.

Dip all BR seedling and transplant roots into the mycorrhizal fungi root dip inoculant gel immediately prior to planting. Thoroughly cover root surfaces.

Insert plant in a vertical position in the plant pit with the root collar positioned at the same depth as it grew originally. Place fertilizer tablet or fertilizer contact packet(s) and gel water carton(s) at, but not below, the root zone. Cut bottom of gel carton before installation to facilitate gel contact with the soil. Backfill the pit with excavation material from the plant pit. Thoroughly water the plant and firm soil around the plant root collar and gel carton to hold both in an upright position.

Use one gel carton for plants up to 12 inches in height; two cartons for plants from 12 inches to 24 inches in height; and three cartons for plants from 24 inches to 36 inches in height.

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5. **Staking.** Stake trees using either rubber or fiber collar straps immediately after completion of the backfilling operation of the tree pit as shown on the Standard Drawing and as follows:
- 5.a **Rubber Collar Strap.** Use the size of collar strap shown on the Standard Drawings for the appropriate tree caliper size. Wrap straps around the tree trunk so that the rubber strap lies flat against the trunk. Securely fasten strap ends to stake with approved natural fiber twine or rope run through the grommet hole at each end of the strap and wrapped, tightened, and knotted around the stake.
- 5.b **Fiber Collar Strap.** Wrap collar strap around the tree trunk so that the fiber material lies flat against the trunk. Follow the strap manufacturer's attachment instructions for the type of collar strap used. Securely fasten the strap ends with either a tied knot; approved natural fiber twine or rope run through the grommet holes at each end of the strap and wrapped, tightened and knotted around the stake; or nailed to the stake. Use polypropylene straps with grommets for trees 3-inch caliper and smaller. Use heavy-duty nylon straps with grommets for trees over 3-inch caliper. Polypropylene straps without grommets can be used for all tree calipers 4 inches and smaller. Cotton straps can be used for trees 3-inch caliper and smaller.
6. **Period of Establishment.** Maintain all plants in a living, healthy condition until the entire project has been accepted. Plants are required to have been growing in place at least 60 days before project acceptance. During this period of establishment, perform the necessary watering, weeding, applying of acceptable insecticides or fungicides, cultivating, remulching to maintain a depth of 3 inches, and adjusting stakes, all as directed.
7. **Watering.** Water during the period of establishment as directed. Perform watering promptly with sufficient personnel and equipment to complete the watering requirements within 5 calendar days after having been directed. Apply water using an open-end hose supplied by gravity or low-pressure pump rated less than 10 pounds per square inch. Allow water to thoroughly soak and percolate into the soil without run-off. Furnish measurements and capacities of water tanks used in this operation. Submit source of water and watering schedule for acceptance.
8. **Clean-Up.** Remove and dispose of any subsoil, rock, debris, and other undesirable planting excavation materials from the planting site. Leave planting sites with a clean and acceptable groundcover condition. An acceptable groundcover condition may include seeding bare soil or damaged ground areas with Formulas B, D, or L as directed and mulching with straw at rates typical for the affected areas.
9. **Guarantee and Maintenance of New Plant Material.**
- 9.a-1 **General:** The Contractor shall warrant all new plant materials for a period of 12 months or until final acceptance, whichever is longer, and maintain new plant materials as specified under the conditions of the Warranty.
- 9.a-2 **Inspection for Beginning the Warranty:**
1. An inspection of the work to determine its acceptance for beginning of the warranty period shall be made by the Engineer or SARAA upon request for such inspection

submitted by the Contractor at least ten (10) days prior to the anticipated date. All planting must be alive and healthy to be accepted.

2. After inspection, the Contractor will be notified by the Engineer or SARAA of the date of the beginning of the warranty period or, if any deficiencies, of the requirements for beginning the warranty period.
3. Contractor shall be responsible for new plantings until they have been accepted for the start of the Warranty Period.

**9.a-3 Warranty and Replacement of Plants:** All plants shall be guaranteed to remain alive and healthy for the duration of the warranty period through to final acceptance. Those plants in an impaired, dead, or dying condition when inspected during the warranty period shall be removed and replaced. New trees, materials, etc., and methods of placing shall comply with the requirements specified above. There will be a one-time replacement policy.

**10. Mulching.** When indicated, mulch the entire individual plant pit or the entire planting bed as specified in Section 805.3(c). Use coarse aggregate mulch for all individual plant pits to be located in non-maintained, unmowed areas. In maintained, mowed areas, use shredded bark, tanbark, wood chips, or approved compost mulch for the individual plant pits.

**11. Herbaceous Plants.**

**11.a Peat Pots and Plugs.** Loosen soil to a depth of 6 inches. Wet peat pot surfaces and root masses to saturation before planting. Plant pot or plug approximately 3 inches deep, in wet soil, leaving the growing stems above the surrounding soil. Firm soil by hand around each plant. Water thoroughly.

**11.b Tubers, Bulbs, and Rhizomes (Roots).** Loosen soil around each planting site to a depth of at least 4 inches. Push roots 1 inch to 2 inches into the soil and firm soil around each root. When planting under standing water, add sufficient weight, such as #8 penny nails held with rubber bands, or place several roots into a loose knit, biodegradable, mesh bag along with several small stones in order to submerge roots to bottom of planting site.

**11.c Fertilization.** Side dress each plant with 1 ounce of 19-6-12 controlled release fertilizer at the time of planting. Apply fertilizer in furrow around each plant and cover with at least 1 inch of soil. Do not fertilize when planting under standing water.

**11.d Starter Plants.** Keep roots of plant moist during the planting operation. Loosen soil at planting site to a depth of at least 4 inches. Make a vertical hole in the soil deep enough to accommodate the root depth. Insert roots in a vertical position with the root collar at the proper soil depth. Firmly tamp soil to close the hole and expel air pockets. Water thoroughly.

**808.4 MEASUREMENT AND PAYMENT**

Payment shall be made at the contract unit price per each planting (tree/shrub). This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary

to complete the item.

808-4.2 Mulching for individual plant pits and planting beds shall be incidental to the planting operation.

808-4.3 Watering done at the time of planting and until the end of the Warranty Period will be incidental to the planting.

Payment will be made under:

- |      |               |   |
|------|---------------|---|
| (11) | Item X-9808.1 | Eastern Redbud (2" Caliper 5'-6' HT B&B) – per each   |
| (12) | Item X-9808.2 | White Fringetree (2" Caliper 5'-6' HT B&B) – per each |
| (13) | Item X-9808.3 | Emerald Green Arborvitae (5'-6' HT B&B)– per each     |
| (14) | Item X-9808.4 | Okame Cherry (2" Caliper) – per each                  |
| (15) | Item X-9808.5 | Kwanza Cherry (2" Caliper) – per each                 |

General Conditions 11.2.3 Unit Price Work

Equitable adjustment in contract price for major items where actual quantity varies by more than 15 percent above or below the estimated quantity shall not apply to pay items under this specification.

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**SECTION X-01501**  
**MAINTENANCE AND PROTECTION OF TRAFFIC**

PART 1 - GENERAL

1.1 SUMMARY

The work covered in this section includes, but is not limited to, furnishing, placing, maintaining, and removing all necessary warning devices, signs, barricades, and lights as necessary to warn motorists of construction activities.

Maintaining public roads free of material that is spilled or tracked onto the traveled pavement during prosecution of the work is also included in this section. The Contractor shall provide a lump sum price under this section to provide for street cleaning.

1.2 REFERENCES

The most current version of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

- A. Pennsylvania Department of Transportation (PENNDOT), Publication 213: Work Zone Traffic Control (67 PA Code, Chapter 211).
- B. Pennsylvania Department of Transportation (PENNDOT), Publication 408/2020, except that measurement and payment sections do not apply.
- C. United States Department of Transportation, Federal Highway Administration: Manual of Uniform Traffic Control Devices (MUTCD)

1.3 SUBMITTALS

- A. Submit all necessary permits and notifications prior to the start of work.
- B. Submit Traffic Control Plans for each work site showing placement of temporary signage and other traffic control measures.

PART 2 - PRODUCTS

2.1 TRAFFIC CONTROL DEVICES

- A. All traffic control and safety devices shall be in accordance with the MUTCD and PENNDOT standards.



- B. Provide variable message signs providing advance warning of work zones, lane closures, speed reductions, and/or other applicable information.

## 2.2 PEDESTRIAN PROTECTION

- A. Provide protection to pedestrians in areas where sidewalks and driveways are impacted by work area.

## PART 3 - EXECUTION

### 3.1 MAINTENANCE OF TRAFFIC

- A. Maintenance and protection of traffic shall be scheduled and performed so as to provide minimum interference with and maximum protection to traffic. The Engineer shall approve scheduled traffic disturbances. The Contractor's personnel, equipment, machinery, tools, and supplies shall be kept clear of active traffic lanes except as necessary for executing active work. The Contractor shall be responsible for the clearing of snow and ice on roadways disrupted by demolition activities. Material that is spilled or tracked onto the traveled pavement during prosecution of the work shall be promptly removed. A street sweeper with operator shall be on site as needed to ensure that public roads and all airport roads remain clear of mud, stones, dirt, or any other debris resulting from construction activities associated with this project during construction. Sweep public roads as required as instructed by the Engineer.
- B. The structural integrity and alignment of barricades and safety devices shall be maintained at all times. Reflectorized surfaces and warning lights shall be maintained in a clean and visible condition at all times. Barricades, barriers, and other safety devices shall be inspected at least daily, and deficiencies shall be immediately corrected. Safety and protective devices furnished by the Contractor will remain the property of the Contractor and shall be removed from the project site upon completion of the work or as directed by the Engineer.
- C. The Contractor shall continuously maintain adequate pedestrian and vehicular traffic flow and safety along the service roads, sidewalks, and other roadways within or adjacent to the project site. In addition, this requirement applies to crossroads, approaches, and entrances affected by or made necessary by the work.
- D. The Contractor shall exit the work areas at the rock construction entrance (RCE) or timber mat locations and use the designated haul routes for all vehicle movement.
- E. The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the work. The maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadways are maintained in satisfactory condition at all times.
- F. The Contractor shall keep the roads being used by the public free from irregularities and obstructions of any character which might present a hazard or annoyance to traffic and in such condition that traffic will be adequately accommodated. Holes in hard surface pavements shall be filled with approved asphalt patching material.
  - 1. Flagging Traffic – Competent, courteous and neat flaggers shall be provided in sufficient number to orderly control and, if necessary, stop traffic, advise the public concerning the delays and the manner in which they should proceed, and keep traffic in

their respective lanes along the project. The flaggers shall use sign paddles to regulate traffic in accordance with the MUTCD.

2. Failure to Maintain Roadway or Structure – Failure on the part of the Contractor at any time to comply with these provisions will result in the Engineer notifying the Contractor to comply with the required maintenance provisions. In the event the Contractor fails to remedy unsatisfactory maintenance immediately after receipt of such notice, the Engineer may take such action as it deems appropriate to bring the Contractor into compliance.

### 3.2 STREET CLEANING

- A. Material that is spilled or tracked onto the traveled pavement during prosecution of the work shall be promptly removed. A street sweeper with operator shall be on site as required during construction. Sweep public roads as instructed by the Engineer.

## PART 4 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

### 4.1 METHOD OF MEASUREMENT

- A. There will be no separate measurement for work required under this section.

### 4.2 BASIS OF PAYMENT

- A. Payment for Street Cleaning will be made at the contract lump sum bid price. This price shall be full compensation for providing, maintaining, and operating a street cleaner as required.

Payment will be under:

- (6) ITEM X-01501-4.2: Street Cleaning, per lump sum

- C. There will be no separate payment for Maintenance of Traffic required under this section. All costs in connection therewith shall be incidental to the Work of this Contract and distributed over other appropriate pay item(s) by the Contractor.

END SECTION

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**SECTION X-01700**  
**EXECUTION REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

The work covered in this section includes the following items:

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Protection of installed construction

1.2 SUBMITTALS

- A. Submit items listed under “1.3 CLOSEOUT PROCEDURES”.
- B. Submit items listed under “1.5 PROJECT RECORD DOCUMENTS.”

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.

4. Change Orders and other modifications to the Contract.
  5. Reviewed submittals.
  6. Permits, approvals, and notification letters to regulatory agencies and borough departments
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. **Record Drawings:** Site Plans and Project Record Drawings shall be signed/sealed by a professional land surveyor registered in the State of Pennsylvania. Provide electronic and hard copies of record drawings and surveys. Survey shall reference NAVD 1988, NAD 1983, and the State Plane Coordinate System. At a minimum, Site Plans and Project Record Drawings shall contain border, north arrow, graphic scale, legend, and site features described below for each building site.

Legibly mark each item to record actual construction including:

1. Location of horizontal and vertical control points. Provide two (2) horizontal controls using NAD 83 and one (1) vertical control using NAVD 88. Control points must be permanently fixed points and identified on the plans.
  2. Site improvements including landscaping.
  3. Tree Trimming Limits (horizontal)
  4. Tree Clearing Limits (horizontal)
  5. Tree Trimming Elevation Verification (Northing, Easting, Trim Elevation) for points in Data Tables provided in Contract Drawings.
- F. **Tree Top Elevation Verification by Aerial Photogrammetry Methods:**
1. Perform an aerial survey to analyze all obstacles within 15' of penetrating the TERPS Final Approach Segment for Existing Runway 08 for Work Areas 1, 2, and 3 on Sheet 4 "Key Sheet" of the Contract Drawings. Deliver to SARAA a spreadsheet and AutoCAD drawing detailing their location, elevation, and penetration value.
  2. CXY possesses Primary Control Stations (PACS) and Secondary Airport Control Stations (SACS) and they shall be used as the basis of control. If the PACS and SACS are found to be damaged or otherwise unsuitable then Temporary Survey Marks (TSMs) shall be established according to AC- 16B standards.
  3. Establish photogrammetric control and collect stereo imagery covering the RWY 08 Final Approach Segment as shown on Sheet 4 "Key Sheet" of the Contract Drawings.
    - a) Provide a minimum of 4 control points.
    - b) Collect imagery at 0.5 ft Ground Sample Distance (GSD).
    - c) Imagery limits as per F.1. above.

- d) All imagery shall be collected with leaf-on conditions.
  - 4. Provide runway end point verification survey for Runway 08.
  - 5. All survey work will be completed in accordance with the FAA Advisory Circulars 150/5300-13B, -16B, -17C, and -18B, with further guidance from the FAA Eastern Region (AEA) and the Office of Airports Safety and Standards (AAS) in Washington, D.C.
  - 6. Survey shall be performed by a subcontractor who specializes in Aerial Survey and has performed Aerial Surveys at 5 or more airports. Provide list and descriptions of work for 5 airports where comparable services have been performed.
- G. Submit documents to Engineer with claim for final Application for Payment.

#### 1.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

#### PART 2 - PRODUCTS

Not Used.

#### PART 3 - EXECUTION

Not Used.

#### PART 4 – METHOD OF MEASUREMENT AND BASIS OF PAYMENT

##### 4.1 METHOD OF MEASUREMENT

- A. There will be no separate measurement for work required under this section.

##### 4.2 BASIS OF PAYMENT

- A. Payment for “Record Drawings” will be made at the contract lump sum price. This price shall be full compensation for providing record drawings for each project site as specified.
- B. Payment for “Tree Top Elevation Verification by Aerial Photogrammetry Methods” will be made at the contract lump sum price. This price shall be full compensation for providing record drawings for each project site as specified.

Payment will be made under:

- (4) Item X-1700-4.2: Record Site Survey, per lump sum
- (5) Item X-1700-4.3: Tree Top Elevation Verification by Aerial Photogrammetry Methods, per lump sum

- C. There will be no separate payment for other work required under this section. All costs in connection therewith shall be incidental to the Work of this Contract and distributed over other appropriate pay item(s) by the Contractor.

END OF SECTION

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