

ADDENDUM NO. 3

to the Contract Documents
for the Construction of the

REPLACEMENT OF SEVEN PASSENGER BOARDING BRIDGES

at

SYRACUSE HANCOCK INTERNATIONAL AIRPORT
SYRACUSE REGIONAL AIRPORT AUTHORITY
SYRACUSE, NEW YORK

IFB REFERENCE #2022-1 & # 2022-2

TO ALL HOLDERS OF CONTRACT DOCUMENTS:

Your attention is directed to the following interpretations of changes in and additions to the Contract Documents for the construction of the **REPLACEMENT OF SEVEN PASSENGER BOARDING BRIDGES** project at the Syracuse Hancock International Airport, Syracuse, New York. This Addendum is part of the Contract Documents in accordance with the provisions of Section 200-05, Addenda, and Interpretation.

GENERAL:

1. Refer to attached document for summary of responses to inquiries received.

CONTRACT SPECIFICATIONS:

1. **For all references to Section 600 - Contractor's Performance Bond**
 - a. Insert Section 600 in it's entirety.
2. **For all references to Section 700 – Clauses of General Application**
 - b. Insert Section 700 in it's entirety.

REFERENCE DOCUMENTS:

1. SECTION 600 - CONTRACTOR'S PERFORMANCE BOND
2. SECTION 700 - CLAUSES OF GENERAL APPLICATION

END OF ADDENDUM NO. 3

SECTION 600 – CONTRACTORS PERFORMANCE BOND

NOTE: CONTRACTOR MUST COMPLETE ORIGINAL PERFORMANCE BONDS, ISSUED AT THE TIME OF AWARD. DO NOT SUBMIT INFORMATION ON THE PAGES IN THIS SECTION.

CONTRACTOR'S PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, that we _____

principal _____ and _____

surety _____, are held and firmly bound unto the Syracuse Regional Airport Authority in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the Syracuse Regional Airport Authority, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor

_____ with the Syracuse Regional Airport Authority in the foregoing Contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said Contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said Contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said Contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

**Replacement of Seven Passenger Boarding Bridges
Syracuse Hancock International Airport**

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(Affix seal if principal is a corporation; if principal is a co-partnership, each partner should sign individually-under the firm name)	Principal _____	L.S.
	_____	L.S.
	_____	L.S.
(Affix seal if surety is a corporation)	Surety _____	L.S.
	_____	L.S.
	_____	L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement, unless these are on file in the Authority's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the next page should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its form of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

**STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.**

On this _____ day of _____, 20____, before me personally
appeared

_____, to me
known and known to me to be the individual described in and who executed the within instrument, and he
duly acknowledged that he executed the same.

Notary Public, _____ County
Company Officer _____

CONTRACTOR, IF CO-PARTNERSHIP, ACKNOWLEDGE HERE

**STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.**

On this _____ day of _____, 20____, before me personally
appeared _____, to me known and known to me to be
one of the firm of

described in and who executed the foregoing instrument, and he _____
thereupon _____ acknowledged to me that he executed the same as and for the act
and deed of said firm.

Notary Public, _____ County
Company Officer _____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

**STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.**

On this _____ day of _____, 20____, before me, the subscriber, personally came _____, to me known, who being by me duly sworn did depose and say that he resides in the City of _____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public, _____ County
Company Officer _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety _____

Dated, Syracuse, New York _____, 20____

_____, Executive Director

END OF SECTION

SECTION 700 – CLAUSES OF GENERAL APPLICATIONS

700-01 CONTRACT PLANS. The Contract Plans shall accompany and form a part of the Contract Documents which are bound herein. The Plans are indicated in the Table of Contents.

700-02 MATERIALS AND WORKMANSHIP. Materials, unless otherwise specified, shall be new and of the best quality of their respective kinds, and the work when completed will be accepted in an undamaged and perfect condition only.

- A. All construction, machinery and equipment shall be designed and constructed in conformity with the best practice, and so as to contribute to efficiency, reliability and safety operation, and provide for the interchangeability of parts, accessibility, sightliness and minimum expense of maintenance. Each installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.
- B. Except where it is otherwise specified, all work and materials, and rating and capacities of all machinery and equipment, shall conform to the codes and standards of the respective National Engineering and Technical Societies, and all performance tests shall be made in accordance with the test codes of these Societies. All capacities, sizes, weights, and guarantees are specified as minimum.
- C. All equipment and materials for which there is an underwriters testing service available shall bear that underwriters label. All electric work will be done in accordance with the current National Electric Code.
- D. If certain specified materials, due to circumstances beyond the Contractor's control, are not available at the time it is expedient to make installation of these materials, and a substitution of material is permitted by the Engineer, the Contractor shall make all necessary adjustments in contingent work to conform to the requirements of the new material.
- E. The Contractor shall provide all necessary protection for materials, equipment, etc., stored within the building or on the site. This protection includes providing watchmen, if found necessary, to comply with these provisions. The Contractor is fully responsible for his own materials and equipment whether or not same has been paid for by the Owner. If such materials or equipment are lost, stolen or damaged, prior to final acceptance of the completed building by the Owner, they shall be replaced by the Contractor at no additional cost to the Owner or other contractors on the project.
- F. Labor disputes shall be avoided and the Owner shall not be responsible in any way for additional costs of any kind incurred by Contractors as a result of work delays caused by a labor dispute regardless of the Contractor or labor involved in such dispute.
- G. The Contractor shall employ no plant, equipment, materials, or men to which the Engineer or his representative objects, and shall remove no plant, materials, equipment or other facilities from the site of the work without the Engineer's permission. Upon request the Engineer or his representative will confirm in writing any oral order, direction, requirement or determination.

- H. If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer's representative timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, the Engineer shall be given timely notice of the date fixed for such inspection. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, and if so ordered, the work must be uncovered by the Contractor. The Contractor shall pay the costs associated for inspection, uncovering the work and repairing or replacing any finishes damaged.
- I. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying to the Engineer's representative for official tests. Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish all materials and apparatus, make connections and conduct the official test. The test will be conducted in the presence of a representative of the Engineer. Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Engineer. No work of any kind shall be covered or enclosed before it has been tested and approved.
- J. All materials to be used in this building shall be ordered immediately after awarding of contracts and stored ready for use.
- K. The Contractor shall furnish all necessary transportation, scaffolding, centering forms, labor, tools and mechanical appliances and all other means, materials and supplies for properly prosecuting his work, unless expressly specified otherwise. All scaffolding must be carefully removed. The Contractor arranging to work on scaffolding not furnished by himself shall examine and test same before beginning work, and if insecure, shall make same secure, or notify the Engineer in writing, otherwise he will be held to have accepted the scaffolding and will be responsible for accidents.

700-03 EQUAL RIGHTS. All Contractors shall have equal rights on the building and premises for the performance of their contracts and for the storage of materials. No Contractor shall unnecessarily encumber the building or premises with building materials, but shall furnish necessary materials in ample quantities and as frequently as required to avoid delay in the progress of the work, and shall permit other Contractors to do the same.

700-04 WRITTEN NOTICE. The Contractor shall give written notice to the Engineer when any labor or materials essential to the conduct of this Contract, but not included herein, are required, and such notice shall be given in proper season to avoid delay, and in any case at least three days before such labor or materials are required. No claim for loss or delay shall be made by or be allowed to any Contractor for failure of other contractors or owners to complete such portions of the work unless the Contractor making such claims has given such notice and has his own materials for the portions of the work so affected on the site of the building.

700-05 CONTIGUOUS WORK. Any Contractor performing constructive or finish work of any kind or character, which is of corresponding relationship with work performed by another Contractor, shall lay out his work according to the work already constructed and take all exact measurements there from, and prepare

all shop Plans in accordance with the same, and complete all work to the exact measurements thus obtained and without creating any claim or obligation on the Syracuse Regional Airport Authority.

If any part of any Contractor's work is dependent for its proper execution, or for its subsequent efficiency or appearance on the character or condition of associated or contiguous work not executed by him the Contractor shall examine such associated or contiguous work, and shall report to the Engineer, in writing, any imperfections therein or any conditions that render it unsuitable for the reception of this work. In case any Contractor proceeds without making such written report, he shall be held responsible for any defects in his own work in consequence thereof, and shall not be relieved of the obligation of any guarantee because of any such imperfection or condition.

700-06 PAYMENTS.

- A. Each month that the Contractor conducts work on this Project, the Contractor may prepare a partial payment application (and, if required by the Consulting Engineer), receipts or other voucher showing the Contractor's payments for materials and labor, including payment to subcontractors) covering all labor and/or material incorporated into this Project up to and including the 20th of the month less all previous payments. Forward four (4) copies to the Consulting Engineer.

The Consulting Engineer shall review the Contractor's application and submit the Contractor's application to the Aviation Project Officer with a recommendation as to the amount properly due to the Contractor. Requests for payment must reach the Aviation Project Officer not later than the last day of the month.

- B. Payments shall only be made on account of materials incorporated in the work and/or stored and insured in local warehouse, under conditions acceptable to the Owner in accordance with the section titled PAYMENT FOR MATERIALS ON HAND of Section 90-07.
- C. When the Contractor's application is submitted by the Consulting Engineer, the Aviation Project Officer shall, no later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decides to be properly due.
- D. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract.
- E. The Aviation Project Officer, his representative, or Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payments properly to a subcontractor or for materials or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
 6. Work not being progressed diligently.

When the above grounds are removed, payment shall be made for amount withheld because of them.

- F. Five percent (5%) of the approved requests for payment will be retained by the Owner until Final Completion and Acceptance of the work covered by this Contract.

700-07 PLANS AND SPECIFICATIONS.

- A. Any work shown on the Plans even if not specifically described in the Specifications or vice versa but which is reasonably implied and evidently necessary and usually provided for complete finish of that particular branch, shall be done as if it were both shown and specified.
- B. The titles to divisions and sections of the Specifications are introduced merely for convenience and are not to be taken as part of the Specifications, and furthermore, are not to be taken as a correct or complete segregation of the several units of material and labor. No responsibility, direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his Subcontractors, due to alleged errors in the arrangement or material in the Specifications.
- C. The Contractor shall thoroughly examine the specifications and Plans and especially compare the figured dimensions immediately after contracts are awarded, and before beginning work, and report to the Engineer if any discrepancy or error appears. Should any portion of the same be obscure or capable of more than one construction, the same shall be decided by the Engineer and his decision shall be final and conclusive.
- D. All dimensions must be verified at the building site. Dimensions shown on the Plans shall be taken as the required dimensions, regardless of what they may measure according to the given scale on the working Plans. Before proceeding with any work, all contractors shall verify at the building all measurements, etc. necessary for the perfect and complete fabrication, assembly, and installation of the work. Where figured dimensions are not given, and the exact location of an item is not apparent, the Consulting Engineer shall be immediately notified and compute the required measurements. Inadvertent discrepancies or the omission of details, figures or notes on any Plans given on another shall not be cause for additional charges or claims. The Contractor agrees that his submitted price for the work includes sufficient money allowances to make his work complete and operable fitting with the existing conditions.
- E. Should one print be superseded by another of later date during the course of work, the Contractor shall be responsible for promptly removing the old one from circulation and putting the new one in the hands of his superintendent or foreman. The same shall be done with all instructions from the office of either the Consulting Engineer or Aviation Project Officer.
- F. Typical details and symbols, where shown on the Plans, shall apply to each and every item of the project where such items are incorporated. They are not repeated in full on all Plans which in many cases are diagrammatic only. It is the intention that such details shall be applicable in full.

700-08 ABBREVIATIONS. Portions of these specifications are of the abbreviated type and include incomplete sentences. Omissions of the words and phrases such as the "The Contractor shall", "in conformity therewith", "shall be", "as noted on the Plans", "according to the Plans", "a," "the", and "all", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Plans. Words "shall be" or "shall" will be supplied by inference where colon (:) is used within sentences or phrases.

700-09 DUTIES OF INSPECTOR. The Owner's Inspector on the job has authority to reject materials of workmanship which do not meet the Contract requirements. He has no authority to make changes; no orders given by him, either written or verbal, will be considered a basis for any claim by the Contractor for extra compensation.

It is not the duty of the Inspector to lay out any work for the Contractor.

700-10 FOREMAN & ASSISTANTS. The Contractor shall keep competent general foreman and necessary assistants, satisfactory to the Engineer, in charge of the work during the progress of same. The foreman shall represent the Contractor in his absence, and all directions as to conduct of the work given to him shall be as binding as if given to the Contractor, provided that on request such directions be given in writing. The foreman, mechanics and others employed by the Contractor shall be skilled in the several parts which are given them to do.

The Contractor performing work of any kind or character who may be represented on the work by a foreman or superintendent, such foreman or superintendent shall be vested with full power and authority by the Contractor whom he represents, to act for and on behalf of such Contractor, in all respects as fully as though he were personally present, without hesitation or reference to the Contractor he represents. And in case the said foreman or superintendent neglects or refuses to comply promptly with any of the directions given by the Engineer, the said Engineer shall take such methods as he may consider effective for that purpose, and any expense thus incurred shall be charged to the Contractor.

700-11 SUPERVISION. The Contractor, as a part of his services, shall give personal supervision to the work, and he shall carefully study and compare all Plans, specifications, and other information given him by the Engineer, as to figures, materials and method of construction, using therein the skill and experience for which he receives compensation under this Contract, and shall immediately report to the Engineer for rectification of any error, inconsistency or omission therein which he shall discover.

700-12 LAYOUT. The Contractor shall give the work his personal attention and supervision, lay out his own work, do all necessary leveling and measuring or employ a competent surveyor to do so. It shall be no part of the duty of the Engineer, or any of the inspectors, to perform any of this service. The Contractor shall not scale measurements from the Plans. Should the Contractor require clarification of a dimension or elevation, the Contractor must request that clarification from the Consulting Engineer.

700-13 PROTECTION.

- A. The Contractor is responsible for all reasonable safety precautions to protect people affected by the work, the work itself, and other property at the site or adjacent thereto. Any night or emergency lighting shall be battery-operated flasher type. Open flame lights will not be allowed. All necessary additional barricades and other precautions to protect the general public during and after construction

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periods shall also be provided by each Contractor. Each Contractor as part of his responsibility shall also conform to standards established by O.S.H.A. requirements.

- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- C. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1. employees on the Work and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- F. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- G. The Contractor shall promptly remedy damage and loss to property referred to in Clauses 700-13.C.2 and 700-13.C.3. Any remedy shall be to the satisfaction of the Owner.
- H. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- I. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- J. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

700-14 MATERIAL SAFETY DATA SHEETS. The Contractor shall maintain at the project site, in a readily accessible manner, a Material Safety Data Sheet (MSDS) meeting 29 CFR Part 1926 requirements, for materials to be used in the work, before such materials are first used in the work. The Contractor must maintain, as described herein, an MSDS for all materials to which workers may be exposed to the extent that 29 CFR 1926.59 requires an MSDS for that material. This requirement applies to those materials brought to the project site as well as to those encountered at the project site as a result of the use of materials brought to the site.

Each Contractor as part of his responsibility shall also conform to standards established by O.S.H.A. requirements.

700-15 IMPERFECT WORK. Any unfaithful or imperfect work of materials that may be discovered before the Final Acceptance of the work shall be corrected or replaced immediately on the requirements of the Engineer, notwithstanding that it may have been overlooked by the proper inspector and estimated. Any materials condemned or rejected by the Engineer may be branded or otherwise marked, and shall, on demand, be at once removed to a satisfactory distance from the work. Any omission to disapprove of the work at the time of inspection, or at the time of any monthly or other estimate, shall not relieve the Contractor of any of his obligations, and all work of whatever kind which during its progress and before it is finally accepted, may become damaged from any cause, shall be broken up and moved and replaced by good, satisfactory work.

700-16 NOTICE TO DO WORK. In case any Contractor shall fail to do any work which may be required of him in writing by the Engineer, under this Contract, within two (2) days after such notice, the Engineer may employ other parties to do such work and the expense thereby incurred will be deducted from the monies due or that may become due the Contractor.

700-17 CITY ORDINANCES. In all the operations connected with the work herein specified, all City Ordinances and all laws controlling or limiting in any way the action of those engaged on the work or affecting the materials applied to them must be respected and strictly complied with. The Contractor shall obtain all required permits and pay all fees for inspection or permits.

In addition, the Contractor is hereby advised that acquisition of certain permits requires the possession of certain licenses issued by the Authority. These licensing requirements shall not be waived and Contractor's lack of knowledge of these requirements shall not be acceptable grounds for Contractor's failure to meet these requirements.

700-18 DELAYS. If the Contractor is delayed in the completion of the work by any act or neglect of the Syracuse Regional Airport Authority or of any employee of the Authority or by any other Contractor employed by the Authority, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the Time for Completion shall be extended for such reasonable time as the Engineer may decide.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the Authority or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

700-19 DEFINITIONS. The Contractor's attention is called to Section 20 DEFINITION OF TERMS.

700-20 EXAMINATION OF PREMISES.

- A. The Contractor shall and will visit the site before submitting his proposal and shall acquaint himself with all the present conditions of same and shall include any and all items or work, materials, etc., which are evidently necessary for the work as shown and as specified even though such items may not be expressly shown or specified.
- B. The Contractor shall satisfy himself as to the existing conditions under which he will be obliged to operate in performing his part of the work, or that will in any manner affect the work under his Contract. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error negligence on his part.

700-21 LAWS. If the Contractor observes that the Plans and Specifications are at variance with any Federal, State, Municipal, local or utility company laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such law, ordinances, rules or regulations, and without such notice to the Engineer, he shall bear all costs arising there from.

700-22 ASSIGNING AND SUBLETTING.

- A. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner or any labor organization and the Owner.
- C. It shall be the duty of the Contractor, upon three (3) days notice in writing from the Engineer to dismiss forthwith any such subcontractor as may be found incompetent, disorderly or negligent. The Contractor shall then employ a subcontractor satisfactory to the Engineer without any change in Contract price.
- D. Any Contractor submitting proposals which include work to be done by a subcontractor or by other than himself shall be responsible for the proposal in its entirety.
- E. The Contractor agrees to bind every subcontractor, and every subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his work. The subcontractor agrees to assume toward the Contractor all obligations and responsibilities the Contractor assumes toward the Owner. The Contractor agrees to assume toward the subcontractors all obligations the Owner assumes toward the Contractor.

700-23 ALIEN LAW. This Contract shall be void if Section #222, relating to aliens, being Charter 50 of the Laws of 1921, as amended, is not complied with.

700-24 ACCIDENTS. Written reports of accidents shall be made to the Engineer promptly.

700-25 NEW YORK SALES TAX EXEMPTIONS. The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor, to materials and supplies of a kind which will not be incorporated into the completed project, and the Contractor and his Subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such leased tools, machinery, equipment or the property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property, and unincorporated materials and supplies.

The Contractor agrees to sell, free of encumbrances, and the Owner agrees to purchase all of the materials and supplies (except as above set forth) required, necessary or proper for or incidental to the construction of the Project covered by this agreement. Title to all materials and supplies to be sold by the Contractor to the Owner, pursuant to the provisions of the Contract, shall immediately vest in and become the sole property of the Owner upon delivery of such materials and supplies to the Project site. The Contractor shall mark or otherwise identify all such materials and supplies as the property of the Owner. The Contractor, at the request of the Owner, shall furnish to the Owner such confirmatory bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, confirming to the Owner, title to such materials and supplies free of encumbrances.

In the event that, after title has passed to the Owner, any of such materials or supplies are rejected as being defective or otherwise unsatisfactory, title to all such materials and supplies shall, upon such rejection, revert to the Contractor.

The sum paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said sale.

The Contractor agrees to construct the Project and to furnish and perform all work and labor required, necessary or proper for or incidental thereto, except that the materials and supplies sold to the Owner under the preceding paragraph shall be furnished by the Owner to the Contractor for use in the performance of said work and labor, and the sum paid pursuant to this Agreement shall be deemed to be in full consideration for the performances by the Contractor of all his duties and obligations under this Agreement in connection with said work and labor.

The purchase by the Contractor of the materials and supplies sold hereunder will be a purchase or procurement for resale to the Owner (an organization described in Subdivision (A) of Section 1116 of the Tax Law of the State of New York) and therefore not subject to the New York State Sales or Compensating Use or any such taxes of cities and counties. The sale of such materials and supplies by the Contractor to the Owner will not be subject to the aforesaid Sales and Compensating Use Taxes.

The purchase by Subcontractors of materials and supplies to be sold hereunder will also be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors), and ultimately to the Owner, and therefore not subject to the aforesaid Sales and Compensating Use Taxes, provided that the Subcontract Agreements provide for the resale of such materials and supplies prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction and that such Subcontract Agreements are in a form similar to this Contract with respect to separation of the sale of materials and supplies from the work and labor to be provided.

- A. If as a result of such sale of materials and supplies (1) any claim is made against the Contractor or any Subcontractor by the State of New York or any city or county for Sales or Compensating Use Taxes on the aforementioned materials and supplies or (2) any claim is made against the Contractor or any Subcontractor by a materialman or a Subcontractor on account of a claim against such materialman or Subcontractor by the State of New York or any city or county for Sales or Compensation Use Taxes on the above-mentioned materials and supplies, then, if the Contractor and subcontractor have complied with the provisions of this Contract relating thereto, the Owner will reimburse the Contractor or any Subcontractor, as the case may be, for an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:
1. The Subcontract Agreements in connection with this Contract, provide for the resale of such materials and supplies, prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction.
 2. Such Subcontract Agreements are in a form similar to this Contract with respect to the separation of the sale of materials and supplies from the other work and labor to be provided, and
 3. Such separation is actually followed in practice, including the separation of payments for materials and supplies from the payments for other work and labor, and
- B. The Contractor and his Subcontractors and materialmen complete New York State Sales Tax Form ST120.1. (Contractor Exempt Purchase Certificate), and furnish such certificate to all persons, firms or corporations from which they purchase materials and supplies for the performance of the work covered by this Contract, and
- C. The Contractor and all Subcontractors maintain and keep, for a period of six (6) years after the date of final payment for the sale, or, if a claim for Sales or Compensating Use Tax is pending or threatened at the end of such six (6) year period, until such claim is finally settled, records, which in the judgment of the Department of Taxation and Finance, adequately show (1) all materials and supplies purchased by them for resale, pursuant to the provisions of this Contract and (2) all materials and supplies sold to the Owner pursuant to the provisions of this Contract, and

- D. The Owner is afforded the opportunity, before any payment of tax is made, to contest said claim in the manner and to the extent that the Owner may choose and to settle or satisfy said claims, and such attorney as the Owner may designate is authorized to act for the purpose of contesting, settling and satisfying said claim, and
- E. The Contractor and Subcontractor give immediate notice to the Owner of any such claim, cooperate with the Owner and its designated attorney in contesting said claim and furnish promptly to the Owner and said attorney all information and documents necessary or convenient for contesting said claim, said information and documents to be preserved for six (6) years after date of final payment for the sale, or if such a claim is pending or threatened at the end of such six (6) years, until such claim is finally settled. If the Owner elects to contest any such claim, it will bear the expense of such contest.

Nothing in this Article is intended or shall be construed as relieving the Contractor from his obligations under this Agreement and the Contractor shall have the full continuing responsibility to install the materials and supplies purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the work covered by the Contract is fully accepted by the Owner.

700-26 GENERAL MUNICIPAL LAW - SECTION 106 WITHDRAWAL OF RETAINED PERCENTAGES. Notwithstanding any inconsistent provisions of any general, special or local law under any Contract heretofore or hereafter made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor pursuant to the terms of the Contract, upon depositing with the fiscal officer of the political subdivision or district therein (1) bonds or notes of the U.S. of America, or obligations, the payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of N.Y., or (3) bonds of any political subdivision of the State of N.Y., of a market value equal to the amount withdrawn. The fiscal officer of the political subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by him, the proceeds of which shall have been used or applied by the political subdivision or district therein pursuant to the terms of the Contract.

700-27 APPLICABLE LABOR LAWS. The Contractor and each and every subcontractor performing work at the site of the project to which the Contract relates shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York, and particularly Article 8 thereof.

No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in case of extraordinary emergency caused by fire, flood, or danger to life or property.

**Replacement of Seven Passenger Boarding Bridges
Syracuse Hancock International Airport**

**February 1, 2022
IFB 2022-1 & IFB 2202-2
Addendum No. 3**

In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor nor any subcontractor shall by reason of race or color, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the Contractor or any subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this Contract on account of race or color.

Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, also provides, among other things that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law is amended by Chapter 750 of the Laws of 1956, also provides that the supplements be provided to laborers, workmen and mechanics upon public work "and shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

700-28 SCHEDULE OF WAGE RATES. The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law are set forth on the schedule following the last page of this section. This is intended to comply with the requirements of the Labor Law that a schedule of such wages so determined by the New York State Industrial Commissioner Fiscal Officer be incorporated in the specifications by the Owner.

Any trade rate not mentioned hereinbefore but essential for the construction of the project shall be in accordance with rates on file with the Executive Director of the Syracuse Regional Airport Authority.

All Contractors and subcontractors shall keep the following informative records on the site of the work project on which they are engaged.

- A. Record of hours worked by each workman, laborers, and mechanics on each day.
- B. Record of days worked each week by each workman, laborer and mechanic.
- C. Schedule of occupation of which each workman, laborer and mechanic on the project is employed during each work day and week.
- D. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.

**Replacement of Seven Passenger Boarding Bridges
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Every Contractor and subcontractor shall submit to the Aviation Contracting Officer within thirty days after the issuance of its payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by New York State Labor Law, subscribed and affirmed as true under penalties or perjury. The Aviation Project Officer shall be required to receive and maintain such payroll records. The original payroll transcripts shall be preserved for three years from the completion of work on the awarded project.

By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party hereto certifies as to itself, that to the best of their knowledge and belief, the Bidder has not been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by New York State Labor Law, within the twelve months immediately preceding the submission of the bid. The Syracuse Regional Airport Authority reserves the right to consider evidence or allegations of a violation of the New York State Labor Law in connection with the award of contracts for public work or the approval of subcontractors in connection with such work; and at the discretion of the Authority, a finding by the New York State Department of Labor of a willful violation of a provision of the New York State Labor Law shall constitute evidence and sufficient grounds for the denial of the award of such contracts.

END OF SECTION

Syracuse Regional Airport Authority
 Syracuse Hancock International Airport Authority
REPLACEMENT OF SEVEN (7) PASSENGER BOARDING BRIDGES



Response To Inquires
IFB Reference 2022-1 General & 2022-2 Electrical

Item	Date	QUESTIONS	Date	RESPONSE
1	1/17/2022	Do we obtain paper plans and specs on our own?	1/18/2022	Yes, Obtaining Paper Copy Documents are the responsibility of the bidding firm/contrator(s)
2	1/19/2022	Specification 34 77 13 Aprone Drive Passenger Boarding Bridge - can the manufacture be provided for the design make of the (7) new bridges?	1/20/2022	Acceptable Passenger Boarding Bridge manufacturers include the following: <ul style="list-style-type: none"> •JBT AeroTech -Ogden, Utah •TKE Airport Systems - Fort Worth, Texas •Others-Meeting Performance Based Specifications
3	1/20/2022	Advertisement states: All submissions must include a Flash drive with the bid documents completed & signed.	1/20/2022	The Advertisement stated required bid submittal documents have changed. Only Electronic Bid submittal documents through Bid Express are required. See IFB# 2022-1 & 2022-2 Addendum No.1
4	1/21/2022	Please provide the estimated cost for the GC-contract.	1/27/2022	The SRAA does not disclose project cost estimates during bidding.
5	1/21/2022	SHEET CA-002, Note 2 States, "PBB Equipment and Installation to be provided by Others." Please clarify intent of this statement which specific PBB Equipment and Installation is by others, and which is by this Contract.	1/27/2022	The PBB and all associated equipment indicated on Dwg. No. CA-002 is to be furnished and installed under the General Construction contract. An addendum will be issued to clarify this requirement.

Item	Date	QUESTIONS	Date	RESPONSE
6	1/21/2022	Please confirm each gate is to receive a new Baggage Conveyor system and that none of the gates are to receive a Baggage Slide.	1/27/2022	A baggage conveyor is not required. A bag chute is to be provided. An addendum will be issued to clarify this requirement.
7	1/21/2022	Sheet S-001 requires PBB Contractor to complete physical testing of the existing anchor bolts and foundations. Please confirm this is a requirement as indicated on S-001 notes. Please also confirm, once we complete testing, if it is determined for new PBB load requirements, code changes or existing conditions test results if the existing foundation is not adequate, how will the foundation work be handled? We can complete new foundation design/installation or will that be handled by another Contract. Can you please provide as-built information of the existing foundations.	1/27/2022	Provide pull tests of existing anchor bolts as indicated on Drawing No. S-001. In the unlikely event foundation improvements are needed, a potential change order will be issued to the General Contractor. Drawing Nos. REF-1 through REF-4 contain the available as-built foundation information. There are no as-builts for the Gate 6 foundation. Reliance on any information shown in the Reference Drawings shall be at the bidder's own risk.
8	1/21/2022	Sheet E-602 states "PBB Bridge Power," "GPU" and "PCA" feeder power below bridge "by others." Please confirm if this is accurate or if the PBB Contractors are supposed to be responsible for the "feeder power below bridge" as indicated on other drawings. Additionally, please confirm PBB Contractor is responsible for all electrical work shown E and ED series drawings.	1/27/2022	The feeder power for the PBB, GPU and PCA between the building and the disconnect switch at the rotunda shall be provided by the Electrical Construction Contractor. The Electrical Construction Contractor shall also terminate the secondary connection for the PBB, GPU and PCA at the disconnect switch. The General Construction Contractor is responsible for all other electrical work associated with the PBB, GPU and PCA "downstream" of the disconnect switch.

Item	Date	QUESTIONS	Date	RESPONSE
9	1/21/2022	Sheet ED-101 has a note that "areas within Border Patrol Security" are hard ceilings and we are to "mount to ceiling." Please confirm this means we mount exposed conduit and pull-boxes within this space. Please also confirm the existing hard ceiling type (drywall, metal panel etc) and the height of ceiling.	1/27/2022	Conduits and pullboxes to be provided in the Border Patrol Security area shall be securely surface mounted to the ceiling. Bidders shall be responsible for verifying the height of the ceiling.
10	1/21/2022	Is there a preferred or required Fire Alarm Contractor for any FACP work or FA scope? Similarly, is there a preferred or required SAACS contractor and/or IT contractor at Syracuse?	1/27/2022	Simplex/Johnson Controls are preferred as they handle the final connections to the existing equipment, but other certified contractors have completed work at the airport in the past,
11	1/21/2022	The bid form has an Owner Allowance for "Security Interface." Please clarify what this work covers so we can determine what - if any - SAACS / Security work we should include in our Bid.	1/27/2022	The Allowance built into the project for Security Interface, is strictly for the SRAA Security Integrator to install the security cameras and make the necessary connections from the equipment to be provided under the contract, into the SRAA's security network.
12	1/21/2022	The bid form has an Owner Allowance for "Telecomm enhancements." Please clarify what this work covers so we can determine what - if any - Telecomm work shown in the drawings we should include within our Bid.	1/27/2022	This allowance is to assist with costs associated in providing necessary communication or data cable & connections for the gate 15 holdroom & PBB area, to serve as a sublemental boarding gate while the other PBB's are replaced.

Item	Date	QUESTIONS	Date	RESPONSE																																
13	1/21/2022	We understand the project has a 30% WMBE Goal and a 6% SDVE Goal. If one subcontracted firm is both certified WMBE and SDVE by NYS, is it permissible for their scope to qualify for both WMBE and SDVE participation?	1/27/2022	Firms that hold both MWBE and SDVOB certifications may be included in both the MWBE and SDVOB Utilization Plans toward satisfaction of both goals, however they cannot be substituted one for the other.																																
14	1/21/2022	This Bid Form has several unit price line items. Please confirm if the Basis of Award (Section 30-1 of the IFB) will be determined as the lowest total cost of all line item pricing.	1/27/2022	Basis of Award is as described in Section 200-04.																																
15	1/22/2022	Could the model numbers of the existing PBB's and/or the Terminal Floor Height and Ramp Elevation at each gate be provided	1/27/2022	<table border="1"> <thead> <tr> <th>Gate</th> <th>Mfg.</th> <th>Model Number</th> <th>Date of Mfg.</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>JBT</td> <td>SA2-85/119</td> <td>1987</td> </tr> <tr> <td>6</td> <td>JBT</td> <td>SA2-85/119</td> <td>1987</td> </tr> <tr> <td>8</td> <td>JBT</td> <td>SA2-77/111</td> <td>1987</td> </tr> <tr> <td>9</td> <td>JBT</td> <td>SA2-77/111</td> <td>1987</td> </tr> <tr> <td>10</td> <td>JBT</td> <td>SA2-77/111</td> <td>1987</td> </tr> <tr> <td>15</td> <td>JBT</td> <td>A3-58/110</td> <td>1987</td> </tr> <tr> <td>26</td> <td>JBT</td> <td>A3-50/95</td> <td>1987</td> </tr> </tbody> </table>	Gate	Mfg.	Model Number	Date of Mfg.	5	JBT	SA2-85/119	1987	6	JBT	SA2-85/119	1987	8	JBT	SA2-77/111	1987	9	JBT	SA2-77/111	1987	10	JBT	SA2-77/111	1987	15	JBT	A3-58/110	1987	26	JBT	A3-50/95	1987
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26	JBT	A3-50/95	1987																																	
16	1/24/2022	We respectfully request the appropriate (Syracuse) project CAD Drawings in DWG Format for the purpose of accurately determining/confirming the bridge models to be quoted.	1/27/2022	Upon review of the existing PBB models provided, if CAD files are still requested, We can provide with contractor acknowledgement they use them at their own risk.																																

Item	Date	QUESTIONS	Date	RESPONSE
17	1/28/2022	When you scroll down to the attachment list page of this website , you see addendum 1 and all the plans and specs. Have the plans and specs changed?	1/28/2022	Each Addendum specifically calls out corrections and changes to the contract documents, specifications and plans. The Placement of Addendum at the top of the attachments list, is meant only to call bidders attention to the specific addendum(s) being posted.

Gate Equipment Overview and Rating

Gate	Mfg.	Model Number	Serial Number	Date of Mfg.	PCAir	GPU	Rating ¹
1	JBT	AT3-61/127	33085	2016	45 Ton	90kVA/28VDC	4
3	TKAS	TB43/20.5-3	05093TB4331093	2005	45 Ton	90kVA	4
5	JBT	SA2-85/119	35994	1987	30 Ton	60kVA	2
6	JBT	SA2-85/119	35993	1987	45 Ton	60kVA	2
8	JBT	SA2-77/111	35999	1987	45 Ton	60kVA	2
9	JBT	SA2-77/111	36000	1987	45 Ton	60kVA	2
10	JBT	SA2-77/111	35998	1987	30 Ton	60kVA	1
11	TKAS	TB43/20.5-3	05093TB4331094	2005	30 Ton	90kVA	4
12	JBT	AT3-58/116	33435	2017	30 Ton	90kVA/28VDC	4
15	JBT	A3-58/110	35898	1987	45 Ton	90kVA/28VDC	0
20	JBT	AT3-58/116	33750	2018	45 Ton	90kVA/28VDC	5
23	JBT	AT3-58/116	33436	2017	45 Ton	90kVA/28VDC	4
26	JBT	A3-50/95	36001	1987	30 Ton	90kVA/28VDC	1

Item	Date	QUESTIONS	Date	RESPONSE
18	2/1/2022	Section 700 Clauses of General Application is not included in the bid documents. Please advise	2/2/2022	Section 600 - Contractor's Performance Bond & Section 700 – Clauses of General Application are being incorporated into the Project Specifications in Addendum #3
19	2/2/2022	Anchor Bolt Pull Testing- The project specification discusses the test being performed in a pulling and twisting method. ASTM E488 and ASTM E3121 don't reference pulling and twisting, they are shear and tensile testing. Note 5 on S001 manual hand test on all bolts are you asking for just a torque wrench to be used and maybe a crowbar under the nut? Please provide additional criteria.	2/2/2022	<p>Note 1 on Dwg., No. S-001 states there are two tests; the first is a manual hand test and the second is a tension test. The references to ASTM E488 and E3121 are for the tension test.</p> <p>1.) Manually hand test: Field representative shall hand test 100% of the existing anchor bolts as indicated in Note 5.</p> <p>2.) Mechanical tension test of one anchor bolt at each rotunda column as indicated in Note 6.</p>