PROJECT MANUAL

FOR

HOURLY PARKING DECK EXPANSION JOINT REPLACEMENT

ITB NUMBER: AVIA ITB 27-11

CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
CITY OF CHARLOTTE, NORTH CAROLINA

ADVERTISEMENT DATE: September 29th, 2026

(Horizontal Non-Federal)

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I. INVITATION TO BID

A. INVITATION TO BID

The City of Charlotte (the "City") hereby invites sealed bids for the following project at Charlotte Douglas International Airport:

PROJECT NAME:	**Hourly Parking Deck Expansion Joint Replacement**
PROJECT NUMBER:	**AVIA 27-11**
BID PORTAL LINK:	**https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=9b7ddc56-b94a-4e40-8008-931615fc123d**
PRE-BID MEETING:	**Tuesday, October 6, 2026 , at 10:00 AM EST (Via MS Teams)**
PRE-BID CONFERENCE LINK: (MICROSOFT TEAMS)	**https://teams.microsoft.com/meet/258172099585502?p=izkExA52D6gcGW8oaU**
PRE-BID MEETING NUMBER:	**258 172 099 585 502**
PRE-BID PASSWORD:	**6WQ2mB2H**
BID DUE DATE AND TIME:	**Tuesday, October 27, 2026, at 2:00 PM EST (Via MS Teams)**
BID OPENING LINK: (MICROSOFT TEAMS)	**https://teams.microsoft.com/meet/210815063978266?p=uMLTSgqA1hDbMujvNS**
BID OPENING MEETING NUMBER:	**210 815 063 978 266**
BID OPENING PASSWORD:	**oK2Fa2s8**

SCOPE OF WORK:
The Hourly Parking Deck Expansion Joint Replacement project (also referred to as the Hourly Parking/RCF Deck Maintenance project) at Charlotte Douglas International Airport consists of roadway expansion joint replacements, paint restriping across levels 2 through 7, and waterproofing of the top level. Levels 4-7 function as public parking areas, while levels 2-3 are dedicated to rental car operations.

Bidders may obtain the complete Project Manual, including all plans, drawings, specifications, and addenda ("Bid Documents"), beginning September 29, 2026, from the Bid Portal. Bidders may access the bid portal via the Bid Portal link shown above.

Pre-Bid Conference: Attendance at the Pre-Bid Conference is not mandatory but is strongly encouraged. Preferred brand alternates, to the extent applicable, will be addressed at the Pre-Bid Meeting.

Title VI Solicitation Notice:
The City, 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), 28 CFR § 50.3. and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award. **A5.3.1**

Attempts to Influence the Selection Process: Except for clarifying written questions sent to the ITB Manager, all Bidders, including all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this ITB from the time the ITB is issued until the intent to award is communicated to Bidders. CLT reserves the right to disqualify any Bidder who contacts a City staff concerning this ITB other than in accordance with this ITB.

II. INSTRUCTIONS TO BIDDERS

A. INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

1.1 **Addendum** or **Addenda**. Written or graphic instruments issued by the Owner prior to the submission of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections or other type of modifications. Bidders, upon receiving Addenda, shall insert same into the Bid Documents.

1.2 **Additive** or **Deductive Bid Item (Alternate Bid).** An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner.

1.3 **Air Operations Area (AOA).** 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.

1.4 **Airport.** The Charlotte Douglas International Airport, including all areas of land or water used or intended to be used for the landing and takeoff of aircraft and including its buildings and facilities, if any.

1.5 **Airport Improvements Program (AIP).** A grant program administered by the Federal Aviation Administration.

1.6 **Alternate.** An amount stated in a bid for a specific material, product or good that can be added or deducted from the Base Bid by the Owner if the defined changes are made to the Plans or Specifications.

1.7 **Authorized Representative.** The firm or individual nominated by the Owner to act on behalf of the Owner; e.g., Engineer and/or Architect of Record, City Project Manager or others as designated by Owner.

1.8 **Award.** The Owner's acceptance of the successful bidder's proposal, upon authorization of the Charlotte City Council.

1.9 **Base Bid.** The sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Additive or Deductive Bid Items.

1.10 **Bid.** A complete and properly signed offer to do the work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.

1.11 **Bid Documents**. All documents and forms contained in this Project Manual.

1.12 **Bid Security**. The security furnished with a Bid to guarantee that the Bidder will enter into the Contract if its Bid is accepted by the Owner.

1.13 **Bidder.** Any individual, partnership, firm, corporation or other business entity acting directly through a duly authorized representative, who submits a bid for the Work contemplated.

1.14 **Calendar Day**. Every day shown on the calendar. Any reference to the word "day" or "days" shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

1.15 **Change Order.** A written order to the Contractor covering changes in the Plans, Specifications, or Contract Item quantities and establishing the basis of payment and Contract Time adjustment, if any, for the Work affected by such changes.

1.16 **Claim.** A demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

1.17 **Contract Documents** or **Contract**. The executed agreement between the Owner and the successful bidder, covering the performance of and compensation for the Work. The term Contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The Contract shall include, but not be limited to the Invitation to Bid, Instructions to Bidders, Bid Form and Supplements, Contract Requirements and Forms, required certificates and affidavits, bonds, addenda, technical specifications and plans. The Contract shall constitute one instrument.

1.18 **Contract Item** or **Pay Item.** A specific unit of Work for which a price is provided in the Contract.

1.19 **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.

1.20 **Contractor.** The successful Bidder with whom the City contracts for the Work.

1.21 **Date of Final Completion (may also be referred to as Final Acceptance).** The date determined and certified by the design professional and Owner on which the Work on the Project is fully and satisfactorily complete in accordance with the Contract.

1.22 **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern: (a) that is at least fifty-one (51%) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51%) percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

1.24 Federal Aviation Administration (FAA) of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.

1.25 **Final Acceptance (may also be referred to as Date of Final Completion).** The date determined and certified by the design professional and Owner on which the Work on the Project, including all submittals such as as-builts, warranty assignments and training materials, is fully and satisfactorily complete in accordance with the requirements of the Contract.

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

1.27 **Invitation to Bid (ITB).** A public announcement, as required by local law, inviting Bids for Work.

1.28 **Major and Minor Contract Items.** A major Contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 25 percent of the total amount of the awarded Contract. All other items shall be considered Minor Contract items.

1.29 **Notice To Proceed (NTP).** A written notice to the Contractor to begin the Work on a specified date.

1.30 **Owner.** The City of Charlotte. For the purpose of this Project Manual, the Owner may also be referred to as the **Sponsor, CLT** or **City**.

1.31 **Payment Bond.** The approved form of security furnished by the Contractor and its surety as a guaranty that it will pay in full all bills and accounts for materials and labor used in the construction of the Work.

1.32 **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.

1.33 **Plans.** The official drawings or exact reproductions, approved by the Owner, which show the location, character, dimensions and details of the Airport and the Work to be done and which are to be considered as part of the Contract.

1.34 **Project.** A specific Airport development. The Work may be a portion or the whole of a Project.

1.35 **Project Manual.** The comprehensive compilation of Contract Documents.

1.36 **Restricted Area(s).** Areas not open to the public and include all SIDA and Secured Areas, AOA, and non-public portions of the Sterile Area to include the main terminal basement and loading dock area.

1.37 **Runway**. The area on the Airport prepared for the landing and takeoff of aircraft.

1.38 **SIDA.** The Secure Identification Display Area. The portion of CLT specified in the airport security program in which security measures specified in 49 CFR Part 1542 are carried out. This area includes the Secured Area and may include other areas of the airport. At CLT, it is all of the area inside the perimeter fence, with the exception of the FBO and NC Air National Guard ramp. See CLT's Security Standards Appendix 1 for specific details of the current boundaries of the SIDA.

1.39 **SIDA Badge.** A photo identification badge owned and issued by CLT that authorizes the recipient to enter and be within the SIDA without escort.

1.40 **Small Business Enterprise (SBE)** Small Business Enterprise means a business which (a) is at least fifty-one percent (51%) owned by one or more persons (b) the owner has a personal net worth less than 750,000 a year; (c) is located within the Charlotte Regional Area and lastly (d) has been in business a minimum of 1 year.

1.41 **Socially and Economically Disadvantaged Individual.** Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not based in whole or in part on race or sex For that reason, all owners may qualify as socially and economically disadvantaged only if they meet the relevant criteria described in 49 CFR Part 26.67.

1.42 **Specifications.** The written directions and requirements for completing the Work. Standards for specifying materials or testing which are cited in the specifications by reference shall have the same force and effect as if included in the Contract physically.

1.43 **Sterile Area.** The portions of CLT defined in the airport security program that provides passengers access to boarding aircraft and to which that access generally is controlled by TSA, or by an aircraft operator under Part 1544 of 49 CFR Chapter XII or a foreign air carrier under Part 1546 of said chapter, through the screening of persons and property. At CLT this is the terminal area beyond the security checkpoints.

1.44 **Structures.** Airport facilities such as buildings, 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.

1.45 **Substantial Completion.** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can legally, practically, and reasonably occupy or utilize the Work for its intended use.

1.46 **Surety.** The corporation, partnership, or individual, other than the Contractor, executing a Bid Payment, Performance or Guaranty Bonds that are furnished to the Owner by the Contractor.

1.47 **Taxiway.** For the purpose of this document, the term taxiway means the portion of the AOA of an airport that has been designated by for movement of aircraft to and from the airport's runways or aircraft parking areas.

1.48 **Work.** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

2.0 CONTRACT TIME

The date of commencement of the Work shall be fixed by issuance of a written Notice to Proceed from the Owner to the Contractor. The Contract Time shall be measured from the date of commencement. Contractor shall achieve Substantial Completion of the Work not later than **245** calendar days from the date of commencement. Contractor shall then achieve Final Completion and Acceptance of the Work, including all required final submittals, not later than **30** calendar days from the date of Substantial Completion. Contractor shall notify the Owner in writing at least 48 hours in advance of the time actual construction operations will begin.

2.1 LIQUIDATED DAMAGES

By submitting a bid, the Contractor acknowledges and agrees that the Owner is authorized to deduct and retain out of the monies due to the Contractor and/or the Contractor will be liable to the City for liquidated damages for the Project as set out below. For time-based damages, the amount listed shall apply for each and every day or any portion thereof that the time employed upon said work or delivery may exceed the time stipulated for such performance and completion. The term “day” when used in connection with liquidated damages, shall in all instances include any portion of a day that the work is not timely completed.

The liquidated damages are fixed in view of the difficulty of estimating such damages that the Owner will suffer by reason of such default. The cumulative amount of liquidated damages will not be capped and may run concurrently. Assessment of liquidated damages does not preclude the award of other damages that may be authorized under other applicable provisions of the Contract for reasons other than the specific and express basis of that liquidated damage.

A. Failure to achieve Substantial Completion: **$2,500.00 per calendar day** for each calendar day the Contract Time is exceeded.

B. Failure to achieve Final Completion: **$2,500.00 per calendar day** for each calendar day the Contract Time is exceeded.

3.0 CHARLOTTE BUSINESS INCLUSION ("CBI") PROGRAM

The City has established the following CBI Goal for this Project:

Small Business Enterprise ("SBE") Goal 11.00%

For information about CBI Program requirements and forms, please review Section V of the Bid Documents, which contains instructions and forms for the CBI Program. For purposes of CBI reporting requirements, Contractor will submit documentation requested by the City or be required to comply with reporting into the City's InclusionCLT system or subsequent software platform provided by the City, or in such other manner as may be prescribed, and further require its Subcontractors to provide such documentation and information through the same system.

4.0 SITE TOURS

No Site Tour will be scheduled. Bidders may elect to visit areas accessible to the public at their convenience.

5.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The Contract Documents are intended and designed to be complementary and internally consistent. To the extent there is any inconsistency or lack of clarity, the individual components of the Contract Documents shall be interpreted in the following order of precedence, with those occurring prior controlling over all those occurring later in the following order:

01	Fully Executed Supplementary Agreements
02	Fully Executed Change Orders
03	§IV. E. Federal Requirements
04	§V. Charlotte Business Inclusion Program
05	Addenda
06	§IV. D. Indemnity and Insurance Requirements
07	§IV. C. Special Conditions For Non-Federal Projects
08	§IV. B. General Conditions
09	§VI. Airport Security Requirements
10	§IV. A. Contract
11	§II. Instructions to Bidders
12	§VIII. Technical Specifications
13	§IX. Plans
14	Approved Shop Drawings / Submittals
15	§III. A. Itemized Bid
16	Bid form information
17	Bid Portal Information

Later issued Addenda, Change Orders and Supplementary Agreements will take precedence over previous occurring Contract Documents of the same type. Detailed provisions shall have precedence over general provisions unless the above order of precedence indicates otherwise.

6.0 BIDDER REPRESENTATIONS

6.1 Each Bidder by making its Bid represents that it:

A. Has examined the site of the proposed Work and the Bidding Documents; and

B. Is satisfied as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed Contract; and

C. Acknowledges that submission of a Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered and has adequate time to perform the Work in accordance with the requirements of the Contract Documents.

D. Warrants and certifies that as of the date of this Bid, Bidder is not identified on the Final Divestment Lists created by the North Carolina State Treasurer pursuant to NCGS 147 Articles 6e or 6g. The person signing this Bid certifies that he or she is authorized by the Bidder to make the foregoing certification. Bidder further agrees that it will not take any action during the term of this contract that would provide a basis for it to be placed upon the Final Divestment Lists nor will it utilize on this Contract any subcontractor that is identified on the Final Divestment Lists.

6.2 Bidders for this Work shall be qualified and licensed for this particular Work by the State of North Carolina prior to time of Bid Opening. North Carolina License type, number and dollar limit must be indicated where requested for the Bidder.

6.3 Bidders shall have previous acceptable experience, of current personnel, in the construction of at least two (2) projects in the last ten (10) years that demonstrate the ability to accomplish the Work required by this Contract. If the Bidder is a recently formed entity, then the previous experience of the component entities will be considered. The Owner shall be the sole judge of acceptable previous experience. The Bidder shall have regularly and principally engaged in work of the quality and scope indicated by the Contract Documents, utilizing administrators and supervisors regularly employed by the Bidder for managing the Work, and utilizing workers regularly employed by the Bidder for construction not performed by subcontractors.

6.4 In the event that a Bidder is discovered to be ineligible after a Contract is awarded, the ineligible bidder shall indemnify the City against any losses suffered by the City because of the Bidder's ineligibility. The City reserves the right to take any steps it believes appropriate to lessen its actual or potential loss, including termination of the Contract or withholding payments sufficient to cover losses.

6.5 Bidder shall abide by the confidentiality requirements set forth in Section 13 of the Instruction to Bidders.

6.6 Bidder shall comply with all federal, state and local laws and regulations relating to the preparation and submission of the Bid including, without limitation, E-Verify, and shall submit to Owner all required certifications, verifications, permits and licenses.

7.0 BID DOCUMENTS

7.1 Documents

Bidders may obtain complete sets of the Bid Documents as indicated in the Advertisement in the number desired and for the cost stated therein.

Bidders shall use complete sets of Bid Documents in preparing Bids. The Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Owner, by making copies of the Bid Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

Boring logs and other records of subsurface investigations and tests may be available for inspection by Bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Bidder expressly waives any right to rely on such information for any purpose. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which it may make or obtain from his examinations of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner. Such supplementary data may not be construed as part of the Contract Documents.

7.2 Interpretation or Correction of Bidding Documents

Bidders shall take no advantage of any apparent error or omission in the Bid Documents. In the event a Bidder discovers any apparent error or omission, the Bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum. Any Addendum or clarification supplementing the Bid Documents, the Drawings, and the Specifications, issued prior to the date and time set for the submittal of Bid Proposal shall be made part of the Contract.

Bidders requiring clarification or interpretation of the Bid Documents shall make a written request for clarification and forward the same to the appropriate address below. The Owner will only respond to written questions. Any interpretation, correction or change of the Bid Documents will be made only by an Addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

Written requests for clarification must be submitted electronically through the Bid Portal Q&A board. The deadline for submitting written requests for clarification is on October 13, 2026, by 5:00 PM ET.

7.3 Standards of Quality and Performance, Brand Names and Equivalent Products

Descriptions of materials, products and equipment used in these specifications are to acquaint bidders with the types of products desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. Where the specifications do not include a performance or design standard it is due to the determination that the information is impossible or impractical to provide. In such instances, the specifications include at least three brand names to illustrate the standard by which products offered as equivalent will be evaluated. Where three brand names could not be identified, the specifications include as many as possible. These references are only to denote the quality of product required and do not limit or restrict submission of equivalent products by the bidder. Equivalent products can be submitted for consideration as set forth below.

Materials, products, and equipment specified in Bid and Contract documents are used to set forth and convey to bidders the general style, type, function, dimension, and quality of product desired by the Owner.

Any request by Contractor for material substitution of "an equal" item must be received by the Architect / Engineer or Owner at least ten (10) days prior to receipt of Bids.

Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal to item originally specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposed substitution. Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Architect / Engineer of Record or Owner may be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all government agencies having jurisdiction over use of the specific material or method.

Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in other parts of the Work caused by any substitutions. If Owner rejects Contractor's proposed substitution, Contractor may not make any additional requests for substitution in the same category. **If the proposed substitution is approved, such approval will be set forth in an Addendum.**

If a substitution is installed without prior knowledge and written approval by the Owner, the Contractor will bear all costs associated with removal and replacement of the same at the Owner's request.

7.4 Addenda

Addenda will be available through the Bid Portal. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space on the Bid Form.

8.0 BIDDING PROCEDURE

8.1 Form and Style of Bids

Bids shall consist of the following forms:
(1) Bid Form
(2) Certificate of Non-discrimination
(3) CBI Form #3
(4) Bid Bond

Changes or additions to the Bid, recalculations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Form which are not specifically called for in the Bid Documents may result in the Owner's rejection of the Bid as non-responsive to the Invitation to Bid.

The Bidder must execute all pages of the Bid Form, in their entirety. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Unit prices shall include the cost for materials, equipment, tools, labor, sales tax and all incidentals necessary for proper execution and completion of the Work. As the quantities represented are estimates, quantity adjustments will be made as necessary during the project.

In the event there are unit price Bid Items provided in the Bid Form or its attachments, and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one Bid Item in the Bid Form or its attachments and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All requested, Additive or Deductive Bid Items shall be bid. If no change in the Base Bid is required, enter "No Change."

No person, firm or corporation shall be allowed to submit (or have an interest in) more than one prime Bid for the same work. For example, a company may not submit one bid for itself and one bid for a joint venture in which it will participate. However, a person, firm or corporation that has submitted a sub-bid to a Bidder is not, however, disqualified from submitting a sub-bid or quoting prices to other Bidders or submitting a prime Bid.

8.2 Sales and Use Tax

The Owner is NOT exempt from applicable sales or use taxes assessed by North Carolina or other states. However, the North Carolina Department of Revenue does reimburse the Owner for the North Carolina sales or use taxes the Owner pays for certain construction related goods. Therefore, the Owner utilizes the below procedures for such sales tax. The Contractor agrees to follow the procedures set forth below for all sales or use taxes related to the Work and any other work performed pursuant to this Contract.

Eligible Taxes are defined as North Carolina sales or use taxes paid by the Contractor for buildings, materials, supplies, fixtures and equipment that become a part of or annexed to any building or structure that is owned or leased by the Owner and is being erected, altered or repaired by the Owner (North Carolina GS 105-164-14(c)).

Non-Eligible Taxes are defined as all other sales or use taxes including those paid to states other than North Carolina, or sales or use taxes paid to North Carolina on purchases or rental of tools, equipment, and disposable supplies, including fuel, used in the Work.

Non-Eligible Taxes
Non-Eligible Taxes **shall** be included in the Bid and **will** be included in the Contract Price.

The Contract Price as shown on the bid form includes full and complete compensation for the Contractor for any and all Non-Eligible Taxes paid by the Contractor in the prosecution of the Work and any other work performed pursuant to this Contract.

Eligible Taxes
Eligible Taxes **shall not** be included in the Bid and will not be included in the Contract Price. Eligible Taxes will be reimbursed separately pursuant to the procedures below.

*Prior to award of the Contract, the Contractor shall provide the Owner with the estimated amount of total Eligible Taxes for the Contract. This estimated amount of total Eligible Taxes will be used solely for the purpose of the Owner's budget planning for the Project and will **not** be included in the Contract Price.*

The Contract Price as shown on the bid form excludes Eligible Taxes. The Contractor shall invoice the Owner for Eligible Taxes as set forth below and the Owner will reimburse the Contractor for those Eligible Taxes pursuant to the procedures below.

In the event the Contractor fails to materially follow the procedures set forth by this Article, and/or fails to properly document its payment of Eligible Taxes, the Owner will not be liable to the Contractor in any way for the payment of such Eligible Taxes.

In order to receive the reimbursement for Eligible Taxes, the Contractor shall provide a detailed listing of Eligible Taxes on the Sales/Use Tax Statement ("Tax Statement") provided in the Contract Documents. Tax Statements must be submitted with each payment request and shall include invoices documenting the Eligible Taxes and the underlying purchases made by the Contractor or by the Contractor's subcontractor that are included in that payment request. Tax Statements not submitted with the payment request for the related purchases may be denied and the Contractor agrees that it has waived reimbursement for untimely Tax statements.

Tax Statements must indicate whether such Eligible Taxes was paid by the Contractor or by the Contractor's subcontractor.

If no Eligible Taxes have been paid for the period in which a payment request is being submitted by the Contractor, then the Contractor shall indicate "No Eligible Taxes paid this period" and submit the Tax Statement accordingly.

Tax Statements must be completed and signed by the Contractor/subcontractor's company officer submitting the statement and certified by a Notary Public.

Tax Statement must list in detail the Eligible Taxes paid for each individual invoice paid by the Contractor/subcontractor. No lump sum, running total, or copies of previously reported statements will be accepted.

Tax Statements must show separately the portion of Eligible Taxes that are paid to the State of North Carolina and the applicable North Carolina county, identifying the county accordingly.

Tax Statements will be reviewed and approved by the Owner prior to paying the Eligible Taxes reimbursement. Such approval will not be unreasonably withheld.

8.3 E-Verify

Bidder is required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Bidder utilizes a subcontractor, Bidder shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8.4 Iran and Companies that Boycott Israel Divestment Act

Contractor warrants and certifies that it is not identified on the Final Divestment Lists created by the NC State Treasurer pursuant to NCGS 147 Articles 6e or 6g. Company further warrants and certifies it will not take any action during the term of this contract that would provide a basis for it to be placed upon the Final Divestment Lists nor will it utilize on this Contract any subcontractor that is identified on the Final Divestment Lists. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Company appearing on the Final Divestment Lists.

8.5 Bid Security

Each Bid shall be accompanied by a Bid security in the form of, at Bidder's option, cashier's check, certified check, money order or bid bond (in favor of the Owner) in the amount of 5% of the Base Bid amount pledging that the Bidder will after notice of award, enter into a Contract with the Owner on the terms stated in its Bid and will furnish bonds as described in Contract Documents, covering the faithful performance of the Contract and the payment of all obligations arising thereunder.

The Bid Bond shall be written on standard Surety Bid Bond form by a firm licensed to provide such forms in the State of North Carolina, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

8.6 Electronically Executed Bid Bonds Accepted

Until further notice, the City will accept electronically executed bid bonds to satisfy the requirements of N.C.G.S. 143-129(b). In order for electronically executed bid bonds to be valid, a principal and N.C. licensed surety must agree to transact by electronic means. Additionally, the City requires the bidder and surety to use digital signatures that have the following characteristics: (a) each signature is unique to the person using it; (b) the signatures are capable of certification; and (c) each signature is under sole control of the person using it. The notary requirement is waived for bid bonds that are signed electronically.

If a bid will be submitted via an electronic lock box, all bid documents may be submitted electronically, including the bid bond. If a bid will be submitted in hard copy format to a physical bid box, the electronically signed bid bond must still be physically submitted with the bid package.

The bid bond must meet all other statutory criteria for bid bonds and must be submitted in compliance with the Instruction to Bidders. The City reserves the right to reject bid bonds that do not meet the above criteria.

8.7 Submission of Bids

Bidders must submit their Bid through the Bid Portal, using the following link:

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration. Bids received after the time and date for receipt of Bids will be returned to Bidder unopened.

No responsibility will be attached to the Owner for premature opening of or failure to open a Bid not properly identified.

8.8 Modification or Withdrawal of Bid

After opening, each Bid is a firm offer by the Bidder to contract which may not be withdrawn for 120 Calendar Days from bid opening.

Prior to bid opening, any Bid submitted may be withdrawn by notice to the City. For withdrawal to be effective, the City must actually receive the notice prior to bid opening. Such notice shall be in writing over the signature of the Bidder, and it shall be worded so that it does not reveal the amount of the original Bid.

Withdrawn Bids may be modified and resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

9.0 CONSIDERATION OF BIDS

9.1 Review of Bids

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive abnormalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

9.2 Opening of Bids

The Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids may be made available to Bidders.

9.3 Alternates

The Owner shall have the right to request Alternates in addition to the base bid and the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents. Determination of the low Bidder will be made on the basis of the sum of the Base Bid and any Alternates accepted. When an Alternate is a request for a preferred brand, such request is made pursuant to North Carolina General Statute 133-3. The performance standards that support the preferences are set forth below and were communicated during the pre-bid meeting. The Owner has selected each of the preferred brand Alternates set forth on the bid submission form and in the specifications based on the following:

1. The brand requested provides a cost savings to the Airport; and
2. The brand requested maintains or improves the system/process affected by the preference.

9.4 Rejection of Bids

The Owner reserves the right to reject any and or all Bids.

A. Notwithstanding any of the above, the Owner reserves the right to reject any or all Bids and to waive any informality or technicality. Being the low Bidder does not mean that the Contract is required to be awarded to said Bidder or that the Contract will be awarded at all.

B. Bids may be considered non-responsive for reasons such as but not limited to the following:
1. If the Bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Bid Form is detached.
2. If there are unauthorized additions, known substitutions, conditional or alternate pay items, or irregularities of any kind which make the Bid incomplete, indefinite, or otherwise ambiguous.
3. If the Bid does not contain a unit price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.
4. If the Bid is not accompanied by the Bid Bond specified by the Owner.
5. Failure of authorized person to sign Bid Form.
6. Failure to Submit Necessary Forms per this Instruction to Bidders.

C. A Bidder may be considered disqualified for any of the reasons such as but not limited to the following:
1. Submitting more than one Bid from the same partnership, firm, or corporation under the same or different name.
2. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

10 PRE-AWARD

10.1 Submittals

Within ten days of notice of an intent to award, or as otherwise specified by the Owner, the Bidder shall furnish to the Owner the following submittals:

A. The Agreement signed by Contractor;

B. All post-bid opening CBI documents required (see Section V – Charlotte Business Inclusion Program);

C. Performance and payment bonds, each in an amount equal to the Contract sum;

D. Upon Owner's request, subcontract templates the Contractor will use on this Project; and

E. Certificates of Insurance.

11.0 AWARD OF CONTRACT

Contract work may not proceed until the properly executed Agreement and all required submittals are delivered to the Owner in acceptable form and the City has executed the Contract. The time of completion

for the Project will not be extended due to delays by the Contractor in executing and delivering required documents.

12.0 FINANCIAL

12.1 Audit Rights

The Contractor and its subcontractors at any tier shall maintain any and all books, accounts, records, and other writings relating to the performance of the Work under the Contract for a period of three (3) years following final payment. The Owner shall have the right to inspect, examine and make copies of the above documents. The Contractor shall fulfill all requests to transmit such records and documents electronically. Such audit rights shall be extended to any duly authorized representatives designated by the Owner. Audits shall take place at times and locations mutually agreed upon by both parties, but not later than one week following the date of a request for an audit.

12.2 Owner's Contingency

The City has established an owner's contingency of **$250,000.00** for this Project. The City is in full control of all owner contingency funds and the Contractor is not entitled to any portion of the owner contingency funds unless and until the City is in agreement with all aspects of any potential work the Contractor may perform that is beyond the original scope (or unit quantity estimates) of this Contract, which shall be determined through the change, dispute and other processes set forth by this Contract. Contractor must obtain the City's written approval in the form of a Contingency Authorization to expend any owner contingency funds.

12.3 Subcontractor Payments

Bidders are advised of the subcontractor payment requirements described in North Carolina General Statutes ("NCGS") 22C-2 "Performance by Subcontractor" and 22C-3 "Time of Payment to Subcontractor."

NCGS 22C-2 prohibits as a matter of public policy the insertion of "Pay-When-Paid" clauses in subcontractor agreements. A contractor may not condition subcontractor payments on the contractor's receipt of payments from the owner.

NCGS 22C-3 requires contractors to pay subcontractors for work performed in accordance with contract requirements within seven days of contractor's receipt of a period or final payment from the owner.

13.0 CONFIDENTIALITY REQUIREMENTS

13.1 Bidder hereby agrees to comply with all confidentiality requirements set forth in this section in connection with this Project.

13.2 Confidential Information

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the Owner or its vendors or licensors or which falls within any of the following general categories:

A. Trade secrets. For purposes of this Contract, trade secrets consist of information of the Owner or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

B. Information of the Owner or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

C. Information relating to criminal investigations conducted by the Owner, and records of criminal intelligence information compiled by the Owner.

D. Information contained in the City/County's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the Owner about employees, except for that information which is a matter of public record under North Carolina law.

E. Citizen or employee social security numbers collected by the Owner.

F. Computer security information of the Owner, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

G. Local tax records of the Owner that contains information about a taxpayer's income or receipts.

H. Any attorney / Owner privileged information disclosed by either party.

I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

J. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.

K. Building plans of Owner-owned buildings or structures, as well as any detailed security plans.

L. Billing information of customers compiled and maintained in connection with the Owner providing utility services.

M. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 13.2(C) through 13.2(M) above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by these requirements, and agrees that: (a) all requirements set forth herein applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Contractor will also comply with any more restrictive instructions or written policies that may be provided by the Owner from time to time to protect the confidentiality of Highly Restricted Information.

13.3 Restrictions

The Contractor shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

A. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.

B. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the Owner to any third party or to any individual employed by the Contractor, other than an employee, agent, subcontractor or vendor of the Owner or Contractor who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section and containing all protections set forth herein.

C. It shall not use any Confidential Information of the Owner for its own benefit or for the benefit of a third party, except to the extent such use is authorized by Owner as set forth herein, or is for the purpose for which such Confidential Information is being disclosed.

D. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the Owner.

E. The Contractor shall use its best efforts to enforce the proprietary rights of the Owner and the Owner's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by Owner.

F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Contractor shall assert these provisions as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

G. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the Owner or destroyed upon satisfaction of the purpose of the disclosure of such information.

13.4 Exceptions

The parties agree that the Contractor shall have no obligation with respect to any Confidential Information which the Contractor can establish:

A. Was already known to the Contractor prior to being disclosed by the disclosing party;

B. Was or becomes publicly known through no wrongful act of the Contractor;

C. Was rightfully obtained by the Contractor from a third party without similar restriction and without breach hereof;

D. Was used or disclosed by the Contractor with the prior written authorization of the Owner;

E. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Contractor shall first give to the Owner notice of such requirement or request;

F. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Contractor shall use its best efforts to obtain an agreement or protective order providing that, to the greatest extent possible, the confidentiality requirements set forth herein will be applicable to all disclosures under the court order or subpoena.

13.5 Unintentional Disclosure

Notwithstanding anything contained herein to the contrary, in the event that the Contractor is unintentionally exposed to any Confidential Information of the Owner, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

13.6 Remedies

The Contractor acknowledges that the unauthorized disclosure of the Confidential Information of the Owner will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Contractor breaches its obligations hereunder, the Owner shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

14.0 PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

Upon Owner's request, Contractor shall use the Owner's web-based Project Management Information System (PMIS) for records retention and management of all Project documentation. Documents, forms, and processes that will be used by the Owner, Owner's representatives and Contractor include but are not limited to: construction drawings (including as-builts), submittals (quality plan, safety plan, schedules, etc.), reports (accident, Inspection, nonconformance, etc.), project photos, transmittals, requests for information, change notices, change requests, change orders, change directives, design change, field change notices, letters, meeting notifications, meeting minutes, and pay applications. If an item is not covered by an existing process, submittals shall be as directed by the Owner or Owner's representative. For shop drawing submittal documents larger than 11x17, submittal shall be as directed by the Owner or Owner's representative.

Owner will provide access, technical service, and training for the PMIS system at no cost to the Contractor.

III. BID FORM AND SUPPLEMENTS

A. ITEMIZED BID

Project Name: Hourly Parking Deck Expansion Joint Replacement
Charlotte Douglas International Airport
Project No.: AVIA 27-11

BASE BID (Unit Price Total Amount + Allowances = BASE BID)
The undersigned Bidder, having carefully examined the Bidding and Contract Documents, and having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, permits and services, including all scheduled Allowances, necessary to complete the Work for the above-named project, in accordance with the requirements of the Bidding Documents, for the sum of:

_____Dollars ($_____)

OWNER'S CONTINGENCY (Not included in Base Bid)

Two-Hundred Fifty Thousand Dollars ($ 250,000.00)

UNIT PRICES

Work Item	Description	Qty	Unit	Unit Price	Amount
1.0	**GENERAL REQUIREMENTS**				
1.1	Project Mobilization	LS	1		
1.2	Concrete Formwork	-	-	Incidental to WI 1.1	-
1.4	Concrete Reinforcement	-	-	Incidental to WI 1.1	-
1.5	Temporary Signage	-	-	Incidental to WI 1.1	-
1.10	Overhead Protection/Temporary Signage/Traffic Control	-	-	Incidental to WI 1.1	-
1.12	Temporary Façade Netting/Pinning	LS	1		
2.0	**FLOOR SURFACE PREPARATION**				
2.6	Floor Preparation – Traffic Coating/Membrane Removal	-	-	Incidental to WI 16.5	-
3.0	**CONCRETE FLOOR REPAIR**				
3.1	Floor Repair – Partial Depth Expansion Joint Blackout	LF	3,000		
3.8	Floor Repair – Scaled Concrete Surface	SF	8,200		
10.0	**EXPANSION JOINT REPAIR AND REPLACEMENT**				
10.2	Expansion Joint – Elastomeric Concrete Edged	LF	15,250		

Work Item	Description	Qty	Unit	Unit Price	Amount
10.3	Expansion Joint – Fire Rated Expansion Joint	LF	3,175		
10.4	Expansion Joint – Cover Plate	LF	5,275		
11.0	**CRACK AND JOINT REPAIR**				
11.1	Route and Seal Random Cracks	-	-	Incidental to WI 16.5	-
11.2	Repair Crack/Joint Sealant	-	-	Incidental to WI 16.5	-
11.7	Cove Sealant	-	-	Incidental to WI 16.5	-
16.0	**TRAFFIC COATING**				
16.5	Traffic Coating – Recoat (Complete System)	SF	500,000		
25.0	**MECHANICAL - DRAINAGE**				
25.2	Mechanical – Supplementary Floor Drain	EA	5		
25.3	Mechanical – Pipe and Hangars	LF	100		
30.0	**ELECTRICAL**				
30.1	Electrical Allowance	ALL	1	$5,000.00	$5,000.00
45.0	**PAINTING**				
45.1	Paint Traffic Markings	LS	1		
UNIT PRICE TOTAL AMOUNT					**$**

In case of error in extension of prices in the Bid, the unit prices, where available, shall govern.

BID GUARANTEE

The undersigned Bidder agrees to execute the Contract for the above amount and to furnish surety as specified within 10 days after notice of award, if offered within 120 calendar days after receipt of bids, and upon failure to do so agrees to forfeit the attached cash, cashier's check, certified check, U. S. money order, or bid bond, as liquidated damages for such failure, in the amount of:

_____ Dollars ($_____)
the stated amount constituting five percent (5%) of the Base Bid amount above.

If the Project costs are greater than $300,000, NCGS 143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsive or the listed subcontractor refuses to enter into a contract for

complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

List the following subcontractors you are using on this project:

Electrical	_____	License #_____
Mechanical, if applicable	_____	License #_____
Plumbing, if applicable	_____	License #_____
Fire Protection, if applicable	_____	License #_____

BID SUPPLEMENTS
Attached to this Bid Form and incorporated herein are the following documents, completed in full by the undersigned:

Certificate of Non-Discrimination
CBI Form # 3
Bid Bond

PLEASE NOTE - FAILURE TO INCLUDE ALL BID SUPPLEMENTS MAY RESULT REJECTION OF THIS BID.

CONTRACTOR'S LICENSE
The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full. LICENSE # _____.

CONFIDENTIALITY REQUIREMENTS
By signing this bid form, I acknowledge that I have read, understand and shall comply with the confidentiality requirements as stated in the Instruction to Bidders, Section 13.

B. EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the Bidder has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Bidder intends to do the work with its own bona fide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

NC General Statute 133-32 prohibits the offer to, or acceptance by, any City Employee of any gift from anyone with a contract with the City or State, or from any person seeking to do business with the City of Charlotte. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The undersigned, having carefully examined the site and familiarized himself with the existing conditions on the Project area affecting the cost of work and hereby proposes to furnish all supervision, labor, equipment, materials and services required to construct and complete the Project in accordance with the Bid Documents at and for the total Bid amount.

The undersigned attests that he/she has the legal authority to execute this Bid on behalf of the corporation.

The undersigned acknowledges receipt of the following addenda (initial next to each addendum):

1: ___ # 2: ___ # 3: ___ # 4:___ # 5: ___ #6: ___ # 7: ___ # 8: ___ # 9: ___

Type of Bidder: ☐ **Sole Proprietor** ☐ **Partnership** ☐ **Corporation** ☐ **Limited Liability Company**
(check 1 box) ☐ **Joint Venture**
(if joint venture, complete this "Execution of Bid" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)
Name of Joint Venture: _____

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____

C. COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: _____

Name of Company (Bidder): _____

The undersigned Bidder hereby certifies and agrees that the following information is correct:

1. In preparing its [Proposal/Bid], the [Company/Bidder] has considered all [proposals/bids] submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.

2. For purposes of this form, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.

3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted with this certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.

4. As a condition of contracting with the City, the Bidder agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid submitted by the Bidder and terminate any contract awarded on such bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder.

5. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. As a condition of submitting a proposal to the City, the Bidder agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: _____
Signature of Authorized Official

Title: _____

D. CBI FORM 3: SUBCONTRACTOR/SUPPLIER UTILIZATION COMMITMENT (page 1 of 2)

CBI FORM 3: Subcontractor / Supplier Utilization Commitment

This form **MUST** be submitted at the time of Bid Opening. *Copy this CBI Form 3 as needed*. Failure to properly complete and submit Form 3 with the Bid constitutes grounds for rejection of the Bid.

Per Section 3.5 of the CBI Administrative Procedures Manual, the Subcontractor/Supplier Utilization Commitment (CBI Form 3), captures information regarding the SBEs and other subcontractors and suppliers that the Bidder intends to use on the Contract ***FOR ALL TIERS***.

For construction contracts under $500,000 SBEs must satisfy the requirements of Section 2 of the CBI Administrative Procedures Manual in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Contract Goal and must list themselves below along with their projected utilization amount.

Bidder Name:	
Project Name:	
Established SBE Goal:	

List below all **SBEs** that you intend to use on this Contract. **NOTE: You will only receive credit for SBEs that are currently certified with the City as of the Bid Opening Date.**

SBE Vendor Name (Non-Hauling Service)	Description of work / materials	NIGP Code	Utilization

For all hauling services on this Contract, list below all SBEs that you intend to provide such work and the Total Projected Utilization ($).

SBE Vendor Name (Hauling Services)	Description of work / materials	NIGP Code	Total Projected Utilization ($)

Total Subcontractor / Supplier Utilization including SBEs $ _____
Total SBE Utilization $ _____
Total Bid Amount (including Contingency) $ _____
Percent SBE Utilization* (Total SBE Utilization divided by Total Bid Amount) % _____

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CBI FORM 3: SUBCONTRACTOR/SUPPLIER UTILIZATION COMMITMENT (page 2 of 2)

CBI FORM 3: Subcontractor / Supplier Utilization Commitment

List below all **non-SBEs (subcontractors and suppliers)** that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code

Letters of Intent submitted upon notice from the City

Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent (**CBI Form 4**) for each SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by both the SBE and the Bidder. The City shall not count proposed SBE utilization for which it has not received a Letter of Intent by this deadline. The Bidder is still obligated to pay the SBE the full amount listed on the Contract with the SBE regardless of what percentage is actually counted towards the SBE Goal.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the CBI Administrative Procedures Manual, you must comply with the following:

- You must maintain the level of SBE participation stated in the Contract throughout the duration of the Contract, except as specifically allowed in Section 5
- If you need to terminate or replace a SBE, you must comply with Section 5.3
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Section 5.4
- A Letter of Intent (**CBI Form 4**) must also be submitted for each SBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier (non-SBE and SBEs) that you use on this contract must be registered in the City's vendor database.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

(a) It has complied with all provisions of the CBI Policy and Administrative Procedures Manual; and,
(b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy and Administrative Procedures Manual shall constitute grounds for rejection of your bid.

Signature of Authorized Official	Printed Name	Title	Submittal Date

Version 7_1_2026

IV. CONTRACT REQUIREMENTS

A. CONTRACT

This Contract is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and between the City of Charlotte, a North Carolina municipal corporation ("City") and [contractor name], a [insert corporate description] ("Contractor").

RECITALS

WHEREAS, the City is the owner and operator of Charlotte Douglas International Airport ("Airport");

WHEREAS, the City issued An Invitation to Bid dated _____ requesting bids from qualified firms for the Hourly Parking Deck Expansion Joint Replacement project (the "Project"). This Invitation to Bid, together with all attachments and addenda, is referred to herein as the "ITB";

WHEREAS, the Contractor submitted a bid in response to ITB dated _____ ("the Bid"); and

WHEREAS, The City has elected to accept Contractor's Bid and wishes to enter into this Contract with Contractor for the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

CONTRACT

1.0 NON-COLLUSION AFFIDAVIT. The Contractor certifies, by execution of this Contract, that during the bidding phase of this project, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, entered into any combination, collusion, undertaking, or agreement with any other bidder or bidders to maintain the prices of said Work or to prevent any other bidder or bidders from bidding on said Contract or Work.

2.0 SCOPE OF WORK. The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services, and perform and complete all work in an efficient and workmanlike manner and in accordance with the terms of this Contract, as shall be necessary to complete construction of the Project.

3.0 CONTRACT DOCUMENTS or **CONTRACT.** The executed agreement between the Owner and the successful bidder, covering the performance of and compensation for the Work. The term Contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The Contract shall include, but not be limited to the Invitation to Bid, Instructions to Bidders, Bid Form and Supplements, Contract Requirements and Forms, required certificates and affidavits, bonds, addenda, technical specifications and plans. The Contract shall constitute one instrument.

Each reference to the Contract shall be deemed to include all Contract Documents. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract.

Each reference to "[contractor name]" in the Contract Documents shall be deemed to mean the "Contractor." Each reference to the "City of Charlotte," "City" or "Sponsor" in the Contract Documents shall be deemed to mean the "Owner."

4.0 CONTRACT PRICE. The Contract is awarded based upon a unit price bid. The Contract Price equals the unit price for each Contract Item of Work multiplied by the actual units of each Contract Item of Work approved by the

Owner as satisfactorily completed in accordance with the Contract. As of the date of execution of this Contract, the Contract Price is [insert contract sum]. The final Contract Price will be determined upon completion and acceptance of the Work by the Owner and shall incorporate all the approved Contract Items of Work and, to the extent applicable, Change Orders and liquidated damages as described in Paragraph 6 below.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Zero % (0%)

5.0 CONTRACT TIME. The date of commencement of the Work shall be fixed in a written Notice to Proceed from the Owner to the Contractor. The Contract Time shall be measured from the date of commencement. The Contractor shall achieve Substantial Completion of the Work not later than **245** calendar days from the date of commencement. Contractor shall then achieve Final Completion of the Work, including all required final submittals, not later than **30** calendar days from the date of Substantial Completion. The Contractor shall notify the Owner in writing at least 24 hours in advance of the time actual construction operations will begin.

6.0 LIQUIDATED DAMAGES. Contractor is obligated to complete the Work within the Contract Time and/or Intermediate Completion Times, if applicable, and acknowledges that Owner will be damaged should Contractor not complete the Work within the Contract Time or any applicable Intermediate Completion Times. In lieu of proceedings to ascertain the amount of such damages, Contractor and Owner agree that such damages shall be equal to, and Contractor shall be obligated to pay Owner the amounts set out below for each day the Work is not completed within the Contract Time, and/or the amounts set out below for each day the Work is not completed by any applicable Intermediate Completion Time set forth herein. Such liquidated damages shall be the exclusive standard and remedy for determining the amount of damages associated with Contractor's failure to complete the Work within the Contract Time or any applicable Intermediate Completion Time. The sum per calendar day is fixed in view of the difficulty of estimating such damages that the Owner will suffer by reason of such default. Such liquidated damages shall be the exclusive standard and remedy for determining the amount of damages associated with Contractor's failure to complete the Work within the Contract Time, or by the deadline of any applicable Intermediate Completion Time. The liquidated damages amount will not be capped, and the assessment of liquidated damages does not preclude the award of other damages that may be authorized under other applicable provisions of the Contract for reasons other than delayed performance.

A. Failure to achieve Substantial Completion: **$2,500.00 per calendar day** for each calendar day the Contract Time is exceeded.

B. Failure to achieve Final Completion: **$2,500.00 per calendar day** for each calendar day the Contract Time is exceeded.

7.0 AWARD. The award of this Contract is subject to the condition precedent that the Contractor provides the Owner with a performance bond, payment bond and certificates of insurance as required by the Contract Documents.

8.0 CBI PARTICIPATION GOAL. Contractor has committed to achieve CBI participation in the following percentage of the total Contract Price:

Small Business Enterprise ("SBE") Goal 11.00%

For purposes of CBI reporting requirements, Contractor will submit documentation requested by the City or required to comply with the City's CBI Program into the InclusionCLT system, or subsequent software platform provided by the City, or in such other manner as may be prescribed, and further require its Subcontractors provide such documentation and information through the same system.

[SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the Effective Date.

CONTRACTOR: _____
Address: _____
_____
_____

Federal Tax ID: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Printed Name: _____

Title: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

CONTRACTOR SURETY COMPANY CONTACTS (IF APPLICABLE):

Performance Bond No. _____

Surety Name: _____

Point of Contact: _____

Address: _____

_____

_____

Phone No. _____

Labor/Material Bond No. _____

Surety Name: _____

Point of Contact: _____

Address: _____

_____

_____

Phone No. _____

Guaranty Bond No. _____

Surety Name: _____

Point of Contact: _____

Address: _____

_____

_____

Phone No. _____

PLEASE ATTACH THE FOLLOWING TO THIS SHEET:

1. **BONDS**
2. **A CERTIFIED COPY OF POWER OF ATTORNEY**
3. **CERTIFICATE OF INSURANCE**
4. **EXECUTED COPIES OF CBI FORM #4 – LETTERS OF INTENT**

B. GENERAL CONDITIONS

1. NCDOT STANDARD SPECIFICATIONS

The current (2024) version of the North Carolina Department of Transportation ("NCDOT") Standard Specifications for Roads and Structures ("NCDOT Standard Specifications") shall apply to all portions of this Project and are incorporated into the Contract Documents except as modified herein. Specifications or requirements prescribed in the Contract Documents shall supersede the NCDOT Standard Specifications.

Modifications to the NCDOT Standard Specifications are as follows:

Section #	Modification
101-3	"Chief Engineer" shall mean the "Aviation Director." "Engineer" or "Resident Engineer" shall mean the City's duly authorized "Engineer" charged with overseeing the construction of the Project. "Department", "Department of Transportation", "Division of Highways", "NCDOT", "Raleigh Central Office" or "State" shall mean "City of Charlotte." In the event of an irreconcilable contradiction between the definitions found in this section of the NCDOT Standard Specifications and those found In Section II.A. of this Contract, the Section II.A. definitions shall control. For the purpose of this Contract, all references to "Supplemental Agreement(s)" shall be deemed to refer to "Change Order(s) as defined in the Instructions to Bidders.
102-1 through 102-6	Deleted in their entirety.
102-7	In the second paragraph, delete the third sentence "Contact the Geotechnical Engineering Unit to set up an appointment in the appropriate Regional office." and replace with "Consult the City's website, if available."
102-8	Deleted in its entirety.
102-10	Delete lines 36-43 on pg. 1-18 in their entirety.
102-11	Delete lines 47-48 on pg. 1-18 in their entirety.
102-12	Delete lines 10-16 on pg. 1-19 in their entirety.
102-13	Delete lines 19, 24-25 on pg. 1-19 in their entirety.
102-15 (J)	Delete this sentence in its entirety and replace with the following: "*Failure to satisfy Charlotte's Business Inclusion Program or Disadvantaged Business Enterprise requirements, whichever program is applicable as required in the project Bidding Documents."*
103-2	Delete lines 42-46 on pg. 1-22 and lines 1-9 on pg. 1-23 in their entirety.
103-3(A)	Delete lines 33-46 on pg. 1-23 and lines 1-28 on pg. 1-24 in their entirety and replace with "Criteria and process for Withdrawal of Bids shall be as provided for in NCGS § 143-129.1."
103-4(B)	Deleted in its entirety.
104-3	Replace references to "Subarticle 104-8(A)" and "Subarticle 104-8(B)" with "the Contract" and delete lines 14-16 on pg. 1-27 in their entirety.
104-4	Replace references to "Subarticle 104-8(A)" and "Subarticle 104-8(B)" and "Subarticle 104-8(C)" with "the Contract".
104-8	Deleted in its entirety.
107-2	Deleted in its entirety
107-14 through 107-15	Deleted in their entirety.

107-24	Replace reference to "60 calendar days" line 24 on pg. 1-61 with "30 calendar days" and replace reference to "NCGS § 136-29" on line 26 on pg. 1-61 with "the dispute resolution provisions set forth in the Contract."
108-2	Deleted in its entirety.
108-6	Deleted in its entirety.
108-10(B)(1)& (2)	Deleted in its entirety.
108-10(B)(3)	Replace "at any time before payment of the final estimate, make a written request to the Engineer on the Contractor Claim Submittal Form, available through the Construction Unit on the Department's website," on lines 29-31 on pg. 1-70 with *"*make a written request *in compliance with the procedures set forth in General Conditions Section 17 – Claims for Adjustments and Disputes, "*
108-10(B)(4)	Replace "on the Contractor Claim Submittal Form, available through the Construction Unit on the Department's website" on lines 25-26 on pg. 1-71 with *"in accordance with the procedures set forth in General Conditions Section 17 – Claims for Adjustments and Disputes."*
108-10(B)(5)	Deleted in its entirety.
108-12	Deleted in its entirety.
108-13	Deleted in its entirety.
109-4	Deleted in its entirety.
109-8	Deleted in its entirety.
109-11	Deleted in its entirety.

2. COOPERATION OF CONTRACTOR

The Contractor shall obtain from the Owner, at its expense, at least one copy each of the Plans and Specifications released for construction. Contractor shall have available on the work site at all times one copy each of the Plans and Specifications. Additional copies of Plans and Specifications may be obtained by the Contractor for the cost of reproduction.

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

3. REMOVAL OF EXISTING STRUCTURES

All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor in accordance with the Plans, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the Work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various Contract Items.

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

Except on real property not owned by the Owner or as set forth in the NCDOT Standard Specifications, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the Work as otherwise provided for in the Contract and shall remain the property of the Owner when so utilized in the Work.

4. RIGHTS IN USE OF MATERIALS FOUND IN THE WORK

Should the Contractor encounter any material located on real property owned by the Owner such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the Contract to be either embankment or waste, he may at his/her option either:

A. Use such material in another Contract Item, providing such use is approved by the Owner and is in conformance with the Specifications applicable to such use; or

B. Remove such material from the site, upon written approval of the Owner; or

C. Use such material for his/her own temporary construction on site; or

D. Use such material as intended by the terms of the Contract.

Should the Contractor wish to exercise Option A, B, or C, he shall request the Owner 's approval in advance of such use.

Should the Owner approve the Contractor's request to exercise Option A, B, or C, the Contractor shall be paid for the excavation or removal of such material at the applicable Contract Item price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Work. The Contractor shall not be charged for his/her use of such material so used in the Work or removed from the site.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of Option A, B, or C.

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

5. CONTRACTOR USE OF PREMISES

A. Use of the Site: The Contractor shall confine its operations at the work site(s) to the areas permitted under the Contract. Portions of the site(s) beyond areas on which work is indicated are not to be disturbed. The Contractor shall conform to site rules and regulations affecting the work while engaged in project construction.

B. Open Passage: The Contractor shall keep existing drives, entrances, and air operations areas designated to remain open, clear and available to the Owner, his employees and the public at all times. The Contractor shall not use these areas for parking or storage of materials.

C. Storage: The Contractor shall not unreasonably encumber the site(s) with materials or equipment. The Contractor shall confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, the Contractor shall obtain Owner’s approval.

D. Vehicle/Equipment Security: The Contractor shall lock automotive type vehicles, such as passenger cars and trucks, and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. The Contractor shall not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

6. WORK RESTRICTIONS

A. Turf Restoration: All non-paved areas that are disturbed by the Contractor's work, including without limitation, staging area(s), haul roads, etc. shall be reseeded and restored to original condition by the Contractor. Except where otherwise specified, there will be no separate Contract Item for this work; it will be considered incidental to and included in the price bid.

B. Security: Contractor shall provide security within his construction area and shall keep all unauthorized personnel out.

C. Access Points: All construction traffic shall enter and exit the Project area only through the Project access point(s) identified by the Contractor and approved by the Owner. Contractor will be responsible for security of entrance gates under their use.

D. Access and Haul Route: The Contractor shall be responsible for establishing haul routes suitable for supporting all necessary transportation and construction equipment for the duration of the Project. Any existing roads or other areas that are used as part of the haul route shall be restored to their original condition after completion of the Project. The Contractor will be responsible for all clean-up operations of debris that may be on the haul route and for watering and/or other dust preventive measures to preclude fugitive dust from affecting buildings, occupants, or airfield operations.

E. Contacts During Non-Working Hours: For the duration of the project, the Contractor shall designate a list of authorized individuals in a prioritized order, to be on 24 hour call, and these individuals shall be equipped with a cellular phone. These individuals shall be able to respond to any situation arising out of the performance of the work on this Project, particularly during nighttime hours, and shall respond and be on the Project site within one hour after the phone call.

7. AUTOMATICALLY CONTROLLED EQUIPMENT

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

8. REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable by the Owner.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

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

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or

removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

9. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective work prosecuted day-by-day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times.
In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

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

10. RETEST OF WORK

When as provided for in the contract documents, the Owner performs sampling and tests of the Work and if the tests show a failure to meet the requirements of the Contract Documents, the expense of retesting, after reworking or substitution by the Contractor will be at the expense of the Contractor and such costs will be deducted from the payments otherwise due to the Contractor.

11. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, Contractor shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom, which shall appear within a period of one year from Date of Final Acceptance. Wherever the word "acceptance" occurs, it shall be understood to mean final acceptance.

The Owner shall give notice of observed defects with reasonable promptness. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after the receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense. With respect to all warranties, expressed or implied, from subcontractors, manufacturer, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

A. Obtain all warranties that would be given in normal commercial practice.

B. Require all warranties to be executed, in writing, for the benefit of the Owner.

12. USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new Work. The Contractor shall be responsible for all damages resulting from the use of explosives. Blasting shall be performed in accordance with Section 220 of the NCDOT Standard Specifications. Section 220 notwithstanding, the use of electrical blasting caps shall not be permitted on or within 1,000 feet of Airport property.

13. COMPENSATION FOR ALTERED QUANTITIES

When the accepted quantities of Work vary from the quantities in the Bid, the Contractor shall accept as payment in full, so far as Contract Items are concerned, payment at the original Contract unit price for the quantities of Work actually completed and accepted. No allowance, except as provided for in Sections 104-3 and 104-5 of the NCDOT

Standard Specifications will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from its unbalanced allocation of overhead and profit among the Contract Items, or from any other cause.

14. SURVEYS AND RECORDS/REPORTS

A. Construction Staking: Construction staking shall be performed in accordance with Sections 105-9 and 801 of the NCDOT Standard Specifications. The Engineer has established survey base lines for the Contractor. The Contractor shall take all necessary precautions to prevent the loss or damage of primary control points. The Contractor will be responsible for staking required for construction. Working from lines and levels established by the design survey, establish and maintain benchmarks and other dependable markers required for construction. Establish benchmarks and markers to set lines and levels for work at each stage of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions as shown within recognized tolerances. Plans shall not be scaled to determine dimensions. Advise entities performing work of marked lines and levels provided for their use.

B. Survey Procedures: Before proceeding with the layout of actual work, verify the layout information shown on the plans, in relation to the property survey and existing benchmarks. As work proceeds, check every major element for line, level and plumb. Maintain a surveyor's log or record book of such checks; make this log or record book available for the Engineer's reference. Record deviations from required lines and levels, and advise the Engineer promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on record plans. Survey work shall be performed by and under supervision of a professional (registered) land surveyor in the State of North Carolina.

C. Quality of Work: The elevations of permanent and temporary benchmarks shall be determined and recorded to the nearest 0.01 foot. Differential leveling and transit traverses shall be of such precision that the error of vertical closure in feet shall not exceed plus or minus 0.1 foot in 5000 feet. The angular error of closure for transit traverses shall not exceed 1.0 minute times the square root of the number of angles turned.

Slope stakes shall be placed, as a minimum, at 100 foot stations, breaks in the original ground surface, and at any other intermediate stations necessary to insure accurate location for construction layout and measurement. Slope stakes and cross sections shall be perpendicular to the centerline. Significant breaks in grade shall be determined for cross sections. Distances shall be measured horizontally and recorded to the nearest 0.1 foot. Side shots for interim construction stakes may be taken with a hand level.

D. Records: All survey data shall be recorded in fully identified, standard hard-bound engineering survey field notebooks with consecutively numbered pages. All field notes and printed data shall include the purpose or description of the work, the date the work was performed, weather data, sketches and the personnel who performed and checked the work. Electronically generated survey data and computations shall be bound, page numbered and cross referenced in a bound field notebook containing the index for all survey data.

The construction survey records shall be available at all times during the progress of the Work for examination and use by the Engineer and copies shall be made available to the Engineer upon request. The original field notebooks and other records shall be turned over to and become the property of the Owner prior to final acceptance of the Work.

E. Engineer Services: Engineer will furnish available benchmark and coordinate information at no cost to Contractor.

15. LIMITATIONS ON USE OF JOB SITE

A. General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the plans and by other Contract Documents. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

B. Waste Disposal: Waste materials (including, but not limited to, trash, poles, wires, walls, buildings, etc.) shall be disposed of at the waste area as shown on the plans, or Contractor may elect to dispose of offsite.

16. QUALITY CONTROL SERVICES

A. Description of Requirements.

i. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

ii. Specified Inspection and Tests: Inspection, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.

iii. Contractor Quality Control: Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

iv. Contractor's Quality Control Personnel and Laboratory: Contractor shall conform to the requirements of Section 609 of the NCDOT Standard Specifications and all technical specifications and requirements set forth in the Contract Documents.

B. Responsibility.

i. Contractor Responsibilities: Contractor is responsible for his own quality control testing and inspection to insure the quality of his means and methods of construction will produce the specified quality of Work, and for any tests and inspections required by regulatory agencies. Costs for these services shall be included in the Bid. The Contractor may employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified, or these services may be performed by qualified contractor personnel.

The Contractor shall submit for Engineer's approval a quality control (QC) Plan delineating his methods for each item requiring inspections, tests, and similar services within fourteen (14) working days before of the Notice to Proceed date.

ii. Quality Assurance: The Owner will engage and pay for the services of an independent agency to perform inspections and tests of materials for quality assurance. The Owner's quality assurance testing shall in no way relieve the Contractor of the responsibility for providing the quality materials, workmanship and testing required to comply with the Specifications and requirements set forth in the Contract Documents.

iii. Retest Responsibility: Where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, and shall be deducted from monies

due the Contractor on the applicable pay request. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

iv. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests, and similar services. The Contractor shall provide such auxiliary services as are reasonably requested and notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:

1. Providing access to the Work.
2. Taking samples or providing assistance with taking samples.
3. Delivery of samples to test laboratories.
4. Security and protection of samples and test equipment at the project site.
5. Surveying services required to establish horizontal and vertical location of tests by Engineer's quality assurance testing laboratory.

C. Schedule of Services. Each Specification section identifies principal inspections, tests and similar services required by the Contractor Documents.

D. Repair and Protection. Upon completion of inspection, testing, sample-taking, and similar services performed on the work, the Contractor shall repair damaged work and test sites to eliminate deficiencies. The Contractor shall protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

17. CLAIMS FOR ADJUSTMENTS AND DISPUTES

A. All Claims presented by Contractor shall be in writing and accompanied by the following information and/or documentation:

i. The basis of the claim including, without limitation, the specific requirements, clauses or provisions of the Contract which are pertinent to the Claim;

ii. A full description of the Claim, with a narrative to support the Contractor’s position that the Claim exceeds or falls outside of the Contract scope;

iii. A detailed description of all costs associated with the Claim;

iv. A detailed description of all requested time extensions associated with the Claim including, why the time is necessary, a detailed statement of how the project critical path may be affected, and including a revised project schedule incorporating the requested time extensions and showing the extensions’ impact on all project milestones;; and

v. Supporting documentation to substantiate the Claim, including schedules, graphs, charts, photographs, and any other pertinent documentation or information.

B. All Claims shall be verified and submitted immediately upon recognition, and in no event later than thirty (30) days after the occurrence of the event giving rise to such Claim or the date the Contractor first recognizes or should have recognized the condition giving rise to the Claim, whichever is later. To the extent additional damages are being incurred for the same condition after it first incurred, every thirty (30) days, Contractor shall submit supplemental verified statements of the details and the amounts of such damages, together with documentary evidence of such damages. Failure by Contractor to present the Claim within

the specified time period and in the manner described in Paragraph A above shall constitute a waiver of the Claim by Contractor.

C. During its review of the Claim, the Owner may request such further information, documentation, and details as may be reasonably required to determine the facts, contentions, and validity of the Claim. It will be the responsibility of the Contractor to furnish, when requested by the Owner, the additional information. Failure to submit such requested information will be sufficient cause for denying the Claim and will constitute a waiver of any relief to which the Contractor might otherwise be entitled. The verified written Claim required by this Section is in addition to any other notice as may be required by other provisions of this Contract.

D. From the time the Owner receives each Claim in writing, accompanied by complete supporting documentation as required by this Section, the Owner shall have a reasonable time, in no case more than thirty (30) days, to investigate, review, and evaluate such Claim. The reasonable time for the Owner review shall be tolled by any good faith request for further information from the Contractor. When the Owner has completed its investigation, review, and evaluation, it will notify the Contractor in writing of whether the Claim was found to have merit and of any relief to which it has found the Contractor to be entitled. A failure by the Owner to respond within the thirty (30) day response period shall be deemed a denial of the Claim.

E. Submittal of Claims within the time and in the form stipulated herein shall be a condition precedent to the Contractor's right to any compensation, time extension or other relief based thereon, and the Contractor's failure to submit any Claim as so stipulated shall waive any relief that might otherwise be due with respect to such Claim.

F The Contractor promises and agrees that the Contractor will not institute any action at law, suit in equity, or other legal proceeding against the Owner, arising in any manner whatsoever out of or in connection with the Contract or the performance or breach, or alleged breach, hereof, or the warranty hereunder, unless and until the Contractor has first submitted a Claim in the manner described herein, requested and received the Owner's final determination with respect to the subject matter of such Claim, and the Claim has been submitted to mediation as set forth in Section 18 below. Damages that the Contractor may claim in any action, suit, dispute resolution procedure or other legal proceeding arising under or by reason of this Contract shall not be different from or in excess of the statements and documentation prepared and submitted pursuant to this Section. Failure to commence any action, suit, or other proceeding within the limitations period provided under applicable North Carolina Law will constitute a waiver of any and all damages or other relief that may be due in respect thereof.

G Neither the submittal of a Claim hereunder nor the fact that any such Claim or Claims is or are pending shall excuse the Contractor from the full and timely performance of all obligations under the Contract. The Contractor shall continue such performance, unless otherwise instructed by the Owner, notwithstanding any dispute that may arise concerning the compensation due the Contractor or either party's performance of or failure to perform any obligation under the Contractor. The Contractor waives any right to cancel the Contract or to suspend or discontinue work that may arise out of any breach, alleged breach, or other act, conduct, or omission by the Owner.

H. Owner and Contractor shall each pay their own costs for preparation of and presentation of all Claims.

18. MEDIATION

A. The Owner and any party contracting with the Owner or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to the terms and conditions of this Section and NCGS 143-128(f1) including without limitation the following

parties (if applicable): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

B. Full compliance with this section is a precondition for any party to initiate any form of litigation concerning the claim and/or dispute. Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved. The process set forth by this section may be foregone upon the mutual written agreement of all parties in interest to the claim and/or dispute.

C. The Contractor shall include this section in every subcontract or any other agreement it enters into with any party related to or that will be involved in this Project. Failure to do so will constitute a breach of this Contract, and the Contractor shall indemnify and hold harmless the Owner from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach.

D. The following disputes are not subject to the provisions of this Article:

i. A dispute seeking a non-monetary recovery; and
ii. A dispute seeking a monetary recovery of $15,000 or less.

E. A dispute seeking the extension of any time limit set forth in this Contract shall be subject to mediation pursuant to this section only if the damages which would be suffered by the party seeking the extension would exceed $15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

F. For purposes of this section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single party or two or more parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all parties to such disputes.

G. Prior to requesting mediation, a party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining party, unless supported by such investigation and good faith belief by the party requesting the mediation. If a party breaches any provision of this section, it shall indemnify and hold harmless all other parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other parties that arise from such breach.

H. All expenses incurred by a party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the party. The parties shall share the mediator's fee and any filing fees equally with at least one-third of such fees to be paid by Owner, if Owner is party to the dispute. Agreements reached in mediation shall be enforceable as settlement agreements in any court have jurisdiction thereof.

I. The mediation shall be held in the Charlotte, Mecklenburg County, North Carolina, unless otherwise agreed by all parties in writing. The provisions of this Section are subject to any other provision of this Contract concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section. The parties understand and agree that mediation in accordance with this Section shall be a condition

precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

19. NO DAMAGES FOR DELAY

In all cases where the Contractor is delayed, obstructed, or hindered in the execution of the Work, or any part thereof, except to the extent the delay, obstruction or hindrance is caused solely by Owner, the Contractor shall not be entitled to claim or recover any damages or additional payment from the Owner. However, it is the intent of this Contract that in all cases where the Contractor is substantially delayed, obstructed, or hindered in the execution of the Work through no fault of the Contractor and/or because of conditions beyond the Contractor's control, the Contractor may request a time extension in accordance with the procedures set forth in Section 17 above. Any time extensions granted under this Section shall be the exclusive remedy of the Contractor for delay, hindrance or obstruction occurring through no fault of the Contractor and/or because of conditions beyond the Contractor's control.

20. SUBLETTING AND ASSIGNMENT

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

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts and/or assignments with the Owner.

21. PROSECUTION AND PROGRESS

Within ten (10) days after notice of award, the Contractor shall prepare and submit for the Owner’s review a proposed baseline schedule that is a fixed project timeline used for tracking progress for the entire duration of the project (the “Baseline Schedule”). The Baseline Schedule shall include critical path activities, contract milestones, and budgetary compliance as described below. After submittal, the City Project Manager shall schedule a meeting with the Contractor to review the proposed Baseline Schedule and identify any changes or corrections. The Contractor shall make any necessary adjustments to address all review comments and resubmit the Baseline Schedule for the City Project Manager’s approval. Acceptance of the Baseline Schedule by the Owner does not revise the Contract Documents.

The Baseline Schedule shall contain the following deliverables:

A. A Gantt Chart, developed using Microsoft Project or Primavera P6, provided as a .pdf and the corresponding native .mpp or .xer file, with major work activities and milestone dates clearly labeled. The Gantt Chart should also include the data date, bar activity names, filters, and the legend for the status bars.
    i. For purposes of composing the Baseline Schedule, major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, but are not limited to, the following as applicable:
        a. Clearing and grubbing
        b. Grading
        c. Drainage
        d. Soil stabilization
        e. Aggregate base course
        f. Pavement

g. Culverts
h. Bridges (including removal)
i. Signals, ITS and lighting
j. Overhead signs

ii. For purposes of composing the Baseline Schedule, major milestones are derived from the project construction phasing and shall include, but are not limited to, the following:

a. Notice to Proceed (NTP)
b. Start of construction, if different from the NTP date
c. Intermediate completion dates or times
d. Submittal and review activities
e. Procurement activities
f. Seasonal limitation/observation periods/moratoriums
g. Traffic shifts
h. Beginning and end of each traffic control phase or work area
i. Road openings
j. Substantial Completion date
k. Punchlist and closeout
l. Contract Completion date

B. A cash curve corresponding to the milestones and work activities established in the Baseline Schedule.

C. A written narrative that explains the sequence of work, the controlling operations, intermediate completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies and other entities will be performed.

Submission of an incomplete or impractical Baseline Schedule by the Contractor may delay Owner's issuance of Notice to Proceed. All subsequent monthly schedule updates will be measured against the accepted Baseline Schedule. No payments will be processed for the Project prior to approval and acceptance of a Baseline Schedule. The accepted Baseline Schedule should not be changed throughout the life of the project without Owner's prior written approval.

Until Substantial Completion is achieved, the Contractor shall update and submit the following deliverables no later than the 5th of each month:

A. A Gantt chart with the current status bars with the Baseline Schedule assigned to show the variances from the Baseline Schedule, submitted as both a .pdf and native .mpp or .xer file. Progress will be measured through the last day of the previous month. The reporting data date will be the first day of the current month.

B. A cash curve showing the planned cashflow from the Baseline Schedule compared to the actuals from the Contractor's payment applications.

C. A written narrative that explains any changes to the previous month's schedule critical path, activity relationships or activity durations.

22. TERMINATION

A. The Contractor shall be considered in default and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

i. Fails to begin the Work under the Contract within ten (10) calendar days of the date of commencement specified in the written Notice to Proceed;
ii. Fails to perform the Work or fails to provide sufficient workers, equipment or materials to assure completion of the Work in accordance with the terms of the contract;
iii. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;
iv. Discontinues the prosecution of the Work;
v. Fails to resume Work which has been suspended within a reasonable time after notice to do so;
vi. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
vii. Allows any final judgment related to the Project to stand against him unsatisfied for a period of 10 days;
viii. Makes an assignment for the benefit of creditors; or
ix. Fails to perform any covenant of this Contract.

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

If Contractor or Surety shall fail to cure such default within 10 calendar days after such written notice from the Owner or Engineer of the existence of such default or, if such default cannot with reasonable diligence be cured within a period of 10 calendar days, then upon the failure of the Contractor to commence to cure such default within said 10-day period and to proceed with due diligence to complete the remedying of said default; then the Owner will have full power and authority to terminate the Contract for cause and take control of the Work.

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

B. Termination for Convenience. At any time after the acceptance of this Contract, the Owner shall have the absolute right to terminate the entire Contract or any part thereof for any reason whatsoever upon written notice to Contractor.

C. Termination for National Emergencies. The Owner may terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the Contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

D. Actions Upon Termination for National Emergency or Convenience. Upon receipt of such notice of termination, the Contractor shall:

i. Cease operations as directed by Owner in the written notice;
ii. Take actions necessary and/or those actions directed by Owner to protect and preserve the Work; and
iii. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders in connection with the Work.

Upon termination the Owner will have no liability to the Contractor for any cause whatsoever arising out of or in connection with such termination, with the exception of those payments due under Section E below.

E. Payment for Termination for National Emergency or Convenience. When the Contract, or any portion thereof, is terminated before completion of all Contract Items, the Contractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of such termination and reasonable overhead and profit for the completed Work.

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

The Engineer and the Owner shall be given full access to all books, cost records, correspondence and papers of the Contractor relating to the Contract in order to determine amounts to be paid the Contractor due to any termination of the contract.

23. QUANTITY TICKETS

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Owner within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative. No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

24. PAYMENT AFFIDAVITS

As a condition to receiving payment under this Agreement, the Contractor agrees to provide to the Owner with each invoice for payment submitted under this Agreement, a written payment affidavit detailing the amounts paid by the Contractor to first tier subcontractors and suppliers in connection with this Agreement ("Payment Affidavits"). Payment Affidavits shall be in the format specified by the Owner from time to time, and shall include all payments made to first tier subcontractors and suppliers under this Agreement that are not included on a prior Payment Affidavit.

Failure to provide a properly completed version of each Payment Affidavit required by this Section shall constitute a default under this Agreement, and shall entitle the Owner to: (a) withhold payment of any amounts due the Contractor (whether under this Agreement or otherwise), or (b) exercise any other remedies legally available for breach of this Agreement; or (c) impose any other sanctions permitted under the Owner's Community Business Inclusion Program. In order to have a properly completed Payment Affidavit, each prime contractor and first tier subcontractor identified must be registered in the Owner's Vendor Registration System. The Owner may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the Owner's Vendor Registration System, and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

25. PAYMENTS

The Owner will make progress payments based on the Work progress estimates prepared by the Engineer and on the payment requests submitted by the Contractor on a schedule established by the Owner. Progress payments will be made within forty-five (45) calendar days after receipt of a complete and accurate payment request. Progress payments will be approximate only and will be subject to correction in the final estimate and payment.

The Contractor shall submit the following required documents with each payment request:

1. Payment Affidavit (CBI Form 6 provided by the Owner); and
2. Sales/Use Tax Statement (provided by the Owner).
3. Updated Project Schedule detailing the entire Project and shall be in a format that meets the approval of the Owner.

Unless otherwise instructed by Owner, Contractor shall submit all pay requests/applications through the PMIS.

If any mechanic's or materialman's lien, or any notice or claim of such lien, is filed against the Project for any labor, materials, supplies, or equipment claimed to have been furnished to or incorporated into the Work, or for any other alleged contribution thereto, the Owner shall have the right to retain from payments otherwise due the Contractor, in addition to all other amounts properly withheld under this Article or under other provisions of the Contract, an amount equal to such lien or liens claimed. The Contractor warrants that: (i) all materials are free and clear of all liens, claims, security interests, or encumbrances; and (ii) no materials have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials for the Work under this Contract, that are subject to an agreement under which an interest in, or encumbrance on, the materials or equipment is retained by the seller or otherwise imposed.

In accordance with NCGS § 22C, the Contractor is required to pay subcontractors for satisfactory performance of their contracts within seven (7) calendar days after the Owner has paid the Contractor for such Work. Additionally, the Contractor shall pay the undisputed portions of subcontractors' invoices no later than ninety (90) calendar days of the date of subcontractor's invoice, independent of any payment by the Owner to the Contractor. If the Contractor withholds any retainage pending final completion of any subcontractor's Work, the Contractor is required to pay the retainage so withheld within seven (7) calendar days after such subcontractor completes his Work satisfactorily, regardless of any payment of retainage by the Owner to the Contractor. The Contractor's failure to pay subcontractors as provided herein shall be a material breach for which the Owner may cancel the Contract.

The Contractor shall have a copy of his current progress payment request on the Project job site available for review by subcontractors.

Five percent (5%) of each progress payment will be retained by the Owner, subject to the terms of NCGS 143-134.1.

26. FINAL PAYMENT

Final Payment will be made in accordance with Sections 109-9, 109-10 and 109-11 of the NCDOT Standard Specifications.

The Contractor shall provide the following documents with the final pay request:

1. Contractor's Affidavit Release and Waive of Claim (form provided by the Owner).
2. Payment Affidavit (CBI Form 6 provided by the Owner).
3. State/County Sales/Use Tax Statement (form provided by the Owner).
4. Consent of Surety to Final Payment.
5. Complete set of As-Builts
6. Confirmation that all SIDA badges have been returned

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

27. GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Owner and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Owner. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

28. TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by contractors for use in performing county contracts. Use tax is also due on construction equipment brought into North Carolina for use in the performance of city contracts (North Carolina Revenue Laws, N.C.G.S. 105-164.4 and N.C.G.S. 105-164.6). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes (North Carolina Revenue Laws, N.C.G.S. 105-122, 105-123, 105-134 and 105-163.2).

29. COMMERCIAL NON-DISCRIMINATION POLICY

Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at http://library.municode.com/index.aspx?clientId=19970 and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.

30. COMPLIANCE WITH E-VERIFY

Unless otherwise exempt, as a condition for payment under this Contract, Contractor shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. Contractor will indemnify and save harmless the Owner from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Contractor or any subcontractor to comply with the E-Verify Requirements.

31. EXTENSION OF CONTRACT TIME DUE TO WEATHER DELAY

A. EXTENSIONS OF CONTRACT TIME. An extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days included in the B. STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE as provided for in this section.

B. STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

i. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for the Charlotte Douglas International Airport (CLT) – WSO.

ii. Standard Baseline shall be regarded as the normal and anticipatory number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of precipitation in excess of 0.25 inch liquid measure. Suspension of outdoor construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

iii. Standard Baseline (based upon precipitation in excess of 0.25 inch liquid measure) established for this contract is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5	5	6	5	5	5	5	5	4	4	4	5

C. WEATHER DAYS. A Weather Day may be counted as follows:

i. For the purposes of this provision, a Weather Day is defined as a twenty-four (24) hour period, between the hours of 12:00am and 11:59pm and identified in the Contractor's CPM Schedule as a Working Day, where precipitation equal to or in excess of 0.25-inch liquid measure, one (1) Weather Day is counted.

D. The Contractor will compile monthly weather station data from the National Oceanic and Atmospheric Administration (NOAA) for Charlotte Douglas International Airport (CLT) – WSO at www.ncdc.noaa.gov/cdo-web/, which shall be used as the basis to substantiate Contractor's requests for Weather Days.

E. Throughout the duration of the Contract, the Contractor and Owner shall reconcile impacts due to weather on a monthly basis. The Contractor shall submit monthly, with the pay application and schedule update, an itemized list of; days impacted by weather, outdoor scheduled activity that was impacted, the impact which caused the delay and any supporting documentation including daily data from the above link.

32. ADJUSTMENT TO CONTRACT AMOUNT FOR COSTS AND MARK UP FOR OVERHEAD AND PROFIT

All pricing submitted by the Contractor to perform an item of work not provided for in the awarded contract ("Additional Work"), shall contain a complete itemized breakdown of costs for all work to be performed by the Contractor or subcontractors, including labor (direct and burden), equipment, materials, and markup for overhead and profit. The overheard and profit percentage may be negotiated based on the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Mark Up for Overhead and Profit for Extra Work. Contractor or subcontractor of any tier who actually performs the work shall be entitled to a mark-up in accordance with the following schedule of percentages:

1. Labor Burden. An additive payment shall include a labor burden amount which does not exceed 35.0% of the actual wages paid for labor and foremen. This payment will be full compensation for all costs including overhead, benefits, and all other costs associated with labor for the work. The labor burden rates will include all additional costs associated with the employee's actual base wages benefits, including Federal Insurance Contributions Act (FICA), unemployment contributions, Social Security and Medicare taxes and company fringe benefits. Company fringe benefits are the actual costs paid to, or on behalf of, workers by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws generally applicable to the classes of labor employed on the work.

2. An additive payment shall not exceed 12.5% of the total additional direct cost for work performed by the Contractor's own forces will be paid to the Contractor for overhead and profit. This payment will be full compensation for all costs including but not limited to administrative costs of the Contractor in connection with the work, home office and field overhead, burdens and profit associated with the work.

3. An additive payment shall not exceed7.5% of the total additional direct cost for work performed by a subcontractor's forces will be paid to the Contractor overhead and profit. This payment will be full compensation for all costs including but not limited to administrative costs of the Contractor in connection with the work, home office and field overhead, burdens and profit associated with the subcontracted work. No additional additives will be allowed.

4. An additive payment shall not exceed 12.5% of the total additional direct cost for work performed by a subcontractor's own forces will be paid to the subcontractor for overhead and profit. This payment will be full compensation for all costs including but not limited to administrative costs of the subcontractor in connection with the work, home office and field overhead, burdens and profit associated with the work.

5. An additive payment shall not exceed 7.5% of the total additional direct cost for work performed by a sub-subcontractor's forces will be paid to the subcontractor overhead and profit. This payment will be full compensation for all costs including but not limited to administrative costs of the subcontractor in connection with the work, home office and field overhead, burdens and profit associated with the subcontracted work. No additional additives will be allowed.

6. An Owner credit shall not be less than 10% of the total cost for deleted work that would have been performed by the Contractor's own forces will be credited to the Owner by the Contractor as the allowance for overhead and profit.

7. An Owner credit shall not be less than 5% of the total cost for deleted work that would have been performed by the subcontractor's own forces will be credited to the Owner by the Contractor as the allowance for overhead and profit.

8. An Owner credit shall not be less than 10% of the total cost for deleted work that would have been performed by the subcontractor's own forces or the subcontractor's subcontractor will be credited to the Owner by the subcontractor as the allowance for overhead and profit.

For property damage and liability insurance premiums and bond premiums on the work, the Contractor will receive the actual cost. The Contractor will furnish satisfactory evidence to the Owner of the rate or rates paid for such insurance and bond.

33. ALLOWANCES

Any allowance included as a line item on the itemized Bid or Proposal, including but not limited to contingency allowances, may only be used by the Contractor upon written instructions from the City. Any portion of any allowance remaining at the end of the Contract shall revert to the City. The City reserves the right to change any allowance amount prior to the award of the Contract.

34. MISCELLANEOUS CONDITIONS

A. Governing Law and Jurisdiction. The parties acknowledge that this Contract is made and entered into in Charlotte, Mecklenburg County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Contract, and that North Carolina law shall govern interpretation of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or Federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

B. Amendment. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

C. Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns.

D. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

E. Approvals. All approvals or consents required under this Contract must be in writing.

F. Waiver. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

G. Survival of Provisions. Those provisions of this Contract that by their nature would reasonably be expected to continue after the termination of this Contract shall survive the termination of this Contract.

H. Entire Agreement. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Contract supersedes all prior agreements, negotiations, representations, and proposals, whether written or oral, except to the extent such prior agreements, negotiations, representations and proposals are incorporated by reference into this Contract.

C. SPECIAL CONDITIONS FOR NON-FEDERAL PROJECTS

1. GENERAL WORK CONSTRAINTS.

The Contractor shall note that the Airport is in operation 24 hours per day, 7 days per week. Because of this, the Contractor shall plan and execute all construction activities, movement of materials, personnel and equipment, demolition of existing property, so as to not impede any operations of the Airport or public, such as the movement of vehicles, foot traffic, aircraft or emergency vehicles. **Airport operations take precedence over all other activities.**

When working within the Airport Operations Area (AOA), Contractor shall adhere to the below special conditions:

A. To assure the safe operation of aircraft, safety of passengers and employees, the Contractor may be asked to work other than normal working hours to minimize impact to daily operations. This shall be anticipated whenever construction occurs on the AOA, unless construction fencing and barricades surround the project. The Contractor shall take this into consideration, and no additional costs will be borne by the Owner for this constraint.

B. Some work will be within the AOA and will take place adjacent to moving vehicles. Contractor shall give way to all air traffic. All vehicles and equipment shall remain inside the Contractor's work area.

C. The Contractor shall be responsible for repairs to any paved or unpaved areas within the AOA that are damaged by the Contractor's construction operations.

D. The Owner reserves the right to suspend any or all Contractor construction for periods of time as may be required for aircraft operations or weather emergencies.

E. All Work to be performed in the AOA must be accomplished under FAA, TSA and Airport rules, regulations and restrictions.

F. Contractor shall be responsible for maintaining continuity of lighting on operational runways, taxiways or aprons, even if this requires temporary wiring to be installed by the Contractor as part of the Work.

G. No smoking is permitted on the AOA. No open flame without specific Owner approval will be allowed on the Airport.

H. The Contractor is responsible for installing safety fencing to contain Contractor's work operations when on the AOA. A four-foot high, orange fabric fence will be acceptable for this purpose. All temporary work areas within the AOA shall be properly barricaded and weighted so as not to be moved about in a high wind. If barricades cross all or a portion of apron, taxiway or runway, barricades shall be spaced at ten (10) foot centers and have flashing yellow lights for nighttime visibility. Contractor is responsible for all other necessary barricading to protect persons and property.

I. The Contractor may be required to perform Work during nighttime hours, requiring adequate lighting. The Owner prior to installation shall approve lights in an effort to prevent impact to air traffic operations.

J. Within a construction area, the Contractor shall make certain there is never any accumulation of spoil or debris which might be moved outside the fenced area by wind or jet blast from aircraft. The Contractor shall maintain the area in this condition on a continuous basis and shall leave the entire work area clean at the end of each work shift.

K. Contractor's work cranes will be allowed in the Contractor's work area, only as approved by the Owner. The Contractor shall comply with FAA Advisory Circular AC 70/7460-1 by providing necessary crane information to the Owner in advance of crane arrival and erection. The Owner will then submit Form 7460-1 for FAA approval.

L. All trucks delivering, removing, or moving bulk materials about the Contractor's work area shall be fully covered to eliminate any material or dust blowing from the truck.

2. SAFETY AND CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS.

A. During the time that the Contractor is performing the work under this contract, the existing terminal ramps, taxiways, and runways at the Airport will remain in use by aircraft, except as provided herein. To the extent feasible and convenient, in the discretion of the Owner and to the extent permitted by the Federal Aviation Administration (FAA), the use by aircraft of runways and taxiways adjacent to areas where the Contractor is working will be scheduled so as to reduce disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the Contract Documents shall always have priority over any and all of the Contractor's operations, and the Contractor shall not allow his employees, subcontractors, material suppliers, or any other persons over whom he has control to enter or remain upon any part of the Airport or allow any plant or materials to be brought or to remain upon any part of the Airport which, in the opinion of the Owner, would be a hazardous location. Should ramps, runways, or taxiways be required for use by aircraft, and should the Owner deem the Contractor to be too close to any portion of the ramps, runways or taxiways used by aircraft for safety, Owner may, in his sole discretion, order the Contractor to suspend his operations; remove his personnel, plant, equipment, and materials to a safe distance; and stand by until the ramps, runways and taxiways are no longer required for use by aircraft.

The Contractor shall not allow his/her employees, subcontractors, material suppliers, or any other persons under the Contractor's control to cross any active runway without an escort by authorized Airport personnel. The Contractor will be subject to a fine of up to $10,000 for any incursion on a runway or taxiway by such person under the Contractor's control.

B. Construction Activity in The Vicinity of Navigational Aids. Construction activity in the vicinity of the FAA navigational aids (i.e., ILS, VOR, ASR, ATCT) requires special consideration and poses potential constraints. Prospective bidders shall be alerted to this fact by the incorporating language requiring close coordination with the local Airway Facilities Sector and Airport staff as a condition of bid.

C. Additional Safety Requirements. The Contractor will adhere to the following requirements when working in close proximity to aircraft:

1. Brief each equipment and vehicle operator to thoroughly acquaint him with the absolute necessity of exercising discretion, care and proper judgment while in the vicinity of aircraft operations.

2. Assist the Owner and Airport security in monitoring the conduct of each operator.

3. Require all operators to maintain a safe and reasonable speed and to utilize equipment strictly in accordance with prevailing weather conditions.

4. At the direction of the Owner, dismiss from the Project any person operating unauthorized vehicles or equipment in an unauthorized area, or operating vehicles or equipment in a reckless and unreasonable manner.

5. The Contractor shall not allow trash or debris to accumulate in his work or operations area. Extreme

caution will be taken to keep all trash and debris from taxiways, runways, and ramp areas.

6. The Contractor shall not allow his vehicles or equipment to be operated within 180 feet of the centerline of an active taxiway or within 250 feet of the centerline of an active runway, unless they are using a designated haul route in accordance with Contract Documents, and have the express consent of the Owner.

7. Immediately cease and remove his operations from any operations or work area at any time he is instructed to do so by the Owner or the FAA. These instructions will be issued by radio or other means, if appropriate. The Contractor shall not return operations to the area until he has received permission to do so from the Owner.

8. Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public for both land and air traffic. Obstructions shall be illuminated as required by the Owner.

D. Marking of Required Clearances. The Contractor will establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during the process of construction set forth in the Contract. The system shall be easily distinguishable during both day and nighttime work. A detailed plan of materials and procedures the Contractor proposes to use will be submitted to the Owner for approval prior to the start of any work under this Contract. Any deviations from the plan must be requested and approved by the Owner. The Owner may request changes to the established plan whenever it is necessary for the protection of Airport operations. The approved system of marking and delineation shall be installed, maintained, and protected at all times.

3. FEDERAL FINES

The Contractor agrees to accept and reimburse City for any fines levied against the Owner by the Federal Aviation Administration, Transportation Security Agency or any other federal department or agency for any violation of any federal law, regulation, rule or order by the Contractor and its employees or any of the Contractor's subcontractors, vendors, suppliers and agents and their employees.

4. TEMPORARY FACILITIES

A. Description. Contractor shall furnish, install and maintain temporary facilities required for construction, including temporary utilities as needed.

B. Requirements of Regulator Agencies. Contractor shall comply with Federal, State, and Local laws, codes and regulations including without limitation utility company requirements and the National Electric Code. Contractor shall acquire all necessary permits for any temporary facilities or utilities.

C. Temporary Electricity and Lighting. Contractor shall provide temporary electrical service required for power and lighting, and pay all costs for service and for power used.

D. Temporary Water. Contractor shall provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used. The Contractor shall make arrangements for securing and providing necessary water as required for the performance of the work.

E. Temporary Sanitary Facilities. Contractor shall provide sanitary facilities in compliance with laws and regulations, and shall service, clean and maintain the facilities and enclosures as required.

F. Temporary Support Facilities.

1. General: Contractor shall furnish, install and maintain temporary facilities required for construction, including temporary utilities as needed and that is reasonably acceptable to the Engineer and the Owner.

2. Siting: Contractor shall locate field offices, storage and fabrication sheds and other support facilities for easy access to the work, in locations approved by City.

3. Maintenance: Contractor shall maintain field offices, on-site plants, storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until project completion.

4. Staging Area: Contractor shall prepare his staging area and access road by grading, drainage, and placing a four (4) inch minimum thickness stone base of coarse aggregate (#57 stone) over the entire staging area and access road(s). The Contractor shall apply a periodic top dressing to the stone base in order to minimize any fugitive dust or mud during the construction period. Upon completion of the project, the stone base shall be completely removed, the site graded to drain, and then seeded and mulched in accordance with Item T-901 and T-908.

5. Access and Haul Roads:

   a. Locations of access and haul roads will be approved by the Owner. These roads will be located to minimize conflict with Airport operations and shall be maintained, well defined, and confined to the minimum area required. All roads used to access the site that are damaged by the Contractor's operations shall be promptly repaired at no cost by the Contractor to the satisfaction the Owner.

   b. The Contractor shall utilize existing or construct new access and haul roads as needed and shall maintain the roads as required to create no dust. All project traffic must be routed through these areas. The Contractor shall provide all markings required to clearly define the access and haul roads.

   c. The Contractor will be responsible for obtaining any necessary driveway permit(s) from local or state agencies for access and haul roads.

   d. If access or haul roads cross utility lines, power lines, FAA cables, etc., the Contractor shall protect these features as directed by the Owner.

6. Facilities for Night Work: To perform construction activities at night, Contractor shall furnish, install and maintain temporary construction lights to illuminate night work areas during hours of darkness. The equipment used for lighting shall provide a sufficient amount of light to illuminate the work areas satisfactorily and safely for construction and inspection. The Contractor may be required to provide additional lighting units, as directed by the Owner. Upon completion of each nighttime operation, the lighting equipment shall be removed from the construction area and stored in the Contractor's storage area.

   The Contractor will be required to coordinate lighting positions with Air Traffic Control (ATC) prior to any night work. This coordination will be accomplished and requested through the Owner/Engineer.

7. Removal. The Contractor shall completely remove temporary facilities, materials and equipment when their use is no longer required or the Project is complete. The Contractor shall clean and repair damage caused by temporary installations or use of temporary facilities and restore grassed and paved areas to their pre-construction condition.

D. INDEMNITY AND INSURANCE

1. Indemnity

The Contractor shall indemnify, defend and hold harmless the Owner and the Owner's public officials, officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees and settlement amounts, arising out of or resulting from, or alleged to arise out of or result from, Contractor's performance under this Contract, including without limitation negligent acts or omissions or willful misconduct, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the negligence or willful misconduct of the Owner or the Owner's public officials, officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Contractor or any of its subcontractors. Contractor shall purchase insurance, as described in Section 2.A below, which shall include coverage for the contractual liability described herein. In any case in which Contractor provides a defense to the Owner pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the Owner. This provision shall survive the expiration or early termination of the Contract.

2. Insurance

Contractor's Liability Insurance. Prior to the commencement of Work, and throughout the term of this Contract, the Contractor and all of its subcontractors shall procure and maintain in effect at all times during the performance of the Work under the Contract and until all of their obligations have been satisfied, including any warranty periods under this Contract, the insurance coverage and limit requirements described in this section. Insurance coverage used to meet this requirement shall not include any exclusion or other terms that would limit coverage on any part of the work site, including but not limited to the AOA, or ingress/egress thereto. Such insurance shall be from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Contractor shall also provide any other insurance specifically requested in writing by the Owner. The Contractor shall also provide any other insurance specifically recommended in writing by the Owner. In the event that the Contractor fails to maintain required insurance, the Owner shall be entitled to terminate or suspend the Contract immediately.

The Contractor agrees to purchase and maintain the following insurance policies and coverage limits during the life of the Contract:

A. Commercial General Liability Insurance. Commercial general liability insurance, in an amount acceptable to Owner but no less than One Million Dollars ($1,000,000) per occurrence, unless the Project is on the Air Operations Area, in which case the minimum coverage is Five Million Dollars ($5,000,000). This insurance shall include coverage for products/completed operations, bodily injury, personal injury, property damage and the contractual liability assumed under the indemnity provision of the Contract. The policy shall be occurrence-based and name the Owner as an additional insured.

B. Vehicle Liability Insurance. Vehicle liability insurance covering the operations of Contractors' owned, non-owned and hired automobiles and other ground vehicles at the Airport, for limits satisfactory to Owner but not less than One Million Dollars ($1,000,000) bodily injury and property damage each occurrence, unless the Project is on the Air Operations Area, in which case the minimum coverage of Ten Million Dollars ($10,000,000). The policy shall be occurrence-based and name the Owner as an additional insured.

C. Worker's Compensation and Employer's Liability Insurance. Contractor shall maintain worker's compensation and employer's liability insurance in the amounts and form required by the laws of the State of North Carolina.

The Owner shall be listed as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.

The Contractor shall not commence any work in connection with the resulting Contract until it has obtained all of the types of insurance set forth in this section and furnished the Owner with proof of insurance coverage by certificates of insurance accompanying the Contract. The Contractor shall be responsible for notifying the Owner of any material changes (including renewals) to or cancellation of the insurance coverages required above. The Contractor must give notice in writing to the Owner within 48 hours of the changes.

The Contractor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverage as described above.

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Contractor must submit evidence of the right to self-insure as provided by the State of North Carolina.

The Owner shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Contractor and/or subcontractor.

The Contractor's insurance shall be primary of any self-funding and/or insurance otherwise carried by the Owner for all loss or damages arising from the Contractor's operations under this Contract. The Contractor and each of its subcontractors shall and does waive all rights of subrogation against the Owner and each of the Indemnitees.

D. Property Insurance. The Owner's property insurance policy includes Course of Construction coverage that insures its construction projects valued up to Ten Million Dollars ($10,000,000), while the projects are in progress. The deductibles for Property Damage are as follows:

Project Value	Deductible
Up to $2.5 M	$25k
$2.5M+ to $5M	$50k
$5M+ to $10M	$100k

Coverage does not apply to Contractor's tools or equipment. In the event of a covered loss, the Contractor may be required to fund the applicable deductible.

E. Builder's Risk. In the event a project value exceeds Ten Million Dollars ($10,000,000) or is otherwise ineligible for coverage under the City's property insurance policy Course of Construction coverage, Owner shall add the project to the City's Master Builders Risk policy or purchase a project-specific Builders Risk policy. The Owner, Contractor, Subcontractors or other entities or persons insured under the Builders Risk policy hereby mutually release and discharge each other from all claims or liabilities arising from loss covered by the applicable Builders Risk Insurance policy. The party submitting the claim under this policy shall be solely responsible for the deductible associated with such claim.

E. FEDERAL REQUIREMENTS
Applicable to Non-AIP Funded Construction Projects
(*FAA Contract Provision Guidelines, v3-17-26*)

Federal laws and regulations require that the contract provisions set forth herein be included in this contract regardless of its funding. Contractor (including all subcontractors at every tier) shall:

A. Insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all lower tier subcontracts.

B. Incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

C. Be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

CLT is required to review every subcontract at every tier that is let pursuant to this Contract and to certify to the FAA that each such subcontract at every tier includes these federal clauses and requirements as set forth herein. Contractor shall submit to CLT every subcontract at every tier within five (5) business days of the execution of the subcontract for CLT review.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

A. Withhold progress payments or final payment;

B. Terminate the contract;

C. Seek suspension/debarment; or

D. Require the Contractor to, directly or by requiring a subcontractor to, renegotiate and amend a subcontract (at any tier) to include directly or by attachment (but not by incorporation by reference) the Federal Clauses set forth in this Section; or

E. Any other action determined to be appropriate by the City or FAA.

1. CIVIL RIGHTS - GENERAL (A4)

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. **A4.3.1**

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. **A4.3.2**

2. CIVIL RIGHTS – TITLE VI ASSURANCES (A5)

A. TITLE VI SOLICITATION NOTICE (A5.3.1)

The **Owner**, 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to

submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

B. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES (A5.4.1)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (A5.4.2):

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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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.

3. FAIR LABOR STANDARDS ACT (A15)

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. A15.3

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (A17)

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. A17.3

F. DIGITAL CAD STANDARDS FOR AIRPORT PROJECTS (rev. 3.31.2016)

Contractor shall use and abide by the Airport's CAD standards. Information on applicable standards can be found at www.cltcadstandards.info.

V. CHARLOTTE BUSINESS INCLUSION PROGRAM

1. Charlotte Business Inclusion Program

This project is subject to the requirements of the Charlotte Business INClusion (CBI) Program. The Firm will be required to adhere to the CBI Program policy and should be familiar with the CBI Program Manual.

For this project, the CBI goal will be:
SBE 11.00%

Additional Information on the CBI Program can be found here: http://www.charlottebusinessinclusion.com/

2. Submission Requirement:

Bidders are required to complete and attach CBI Form 3: Subcontractor / Supplier Utilization Commitment to their submission to show how they expect to utilize CBI certified SBE firms on the Project.

A complete list of CBI firms can be found on the City of Charlotte's website: https://charlotte.diversitycompliance.com/

In order to count toward the project goal, SBE firms must be certified with the City of Charlotte at the time of bid. For more information regarding certification requirements, please review the CBI Policy and Administrative Procedures.

Contact:

Questions regarding the City's CBI Program should be directed to:

Marcus Choi, Business Opportunity Specialist
P.O. Box 19066
Charlotte, NC 28219
Telephone: (704) 359-4900
Email: Marcus.Choi@cltairport.com

3. CBI Program Background:

The City of Charlotte has a long history of creating and implementing strategies to support and encourage local business growth. The Charlotte City Council has adopted the Charlotte Business INClusion Policy to promote local business opportunities in the City's contracting and procurement process for Small Business Enterprises (SBEs) located in the Charlotte Regional Area. CBI makes a concerted effort to expand its certified SBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

4. APPLICATION:

The City's Charlotte Business INClusion (CBI) Policy is incorporated into and made a part of this solicitation and the resulting contract (the "Contract"). Copies of the CBI Policy may be obtained by:

Internet: www.charlottebusinessinclusion.com

Mail: Charlotte Business INClusion Office
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202

Capitalized terms used in this document shall have the meanings set forth in Part A, Appendix 1 of the CBI Policy. Each reference to "you" or "your" in these provisions refers to any entity that submits a bid, proposal or statement of qualifications on a City contract, and any entity that enters into a contract with the City.

For this solicitation, the CBI Policy requires that you either (a) meet the established Subcontracting Goal, as listed on the first page of this document; or (b) comply with the Good Faith Efforts and Good Faith Negotiation requirements referenced in Section 3 below. Failure to comply with the CBI Policy in the bid phase constitutes

grounds for rejection of your Bid. Failure to comply after the contract award may result in the assessment of damages and/or termination of your contract.

5. THE SBE UTILIZATION GOAL:

You must submit your proposed SBE utilization for this Contract on CBI Form 3 (Subcontractor/Supplier Utilization Commitment Form) listing subcontractors and suppliers that will be providing goods or services. CBI Form 3 MUST be submitted with your bid. Failure to submit CBI Form 3 with your bid shall constitute grounds for rejecting the bid.

Bidders must state prospective SBE firms on their CBI Form 3 and indicate the scope of work they anticipate utilizing the listed firms for to count towards SBE participation. In the event the Bidder has no SBE participation, the Bidder is still required to indicate this on CBI Form 3 by entering the word or number zero. Blank forms will be deemed to represent zero participation.

The City will only give Bidders credit toward the SBE Goal for SBE participation that:

a. Is listed on CBI Form 3 submitted with the Bid; and
b. Is listed on CBI Form 3A (when applicable); and
c. Is documented by CBI Form 4 (CBI Letter of Intent) which is submitted to the City within three (3) Business Days after the City requests it; and
d. Meets all of the requirements of Part B the CBI Policy

NOTE: SBEs listed on CBI Form 3 must be actively certified with the City of Charlotte as of bid date and must be performing a Commercially Useful Function as defined in the CBI Manual

Bids submitted which do not have the above required SBE information indicated on CBI Form 3 constitutes grounds for the Bid to be considered non-responsive and rejected.

The SBE goal will represent the total dollars to be spent with SBEs as a portion of the total bid amount, which includes Contingency and excludes Allowances. The SBE percentage will be rounded to two decimal places. As an example, if the SBE percentage is 3.571, it should be listed as 3.57% or if it is 3.578, it should be listed as 3.58%. The percentage will not be rounded to the next "whole" number, i.e., 4%. A Bidder may round up if the third number after the decimal is a five (5) or greater.

In the event Alternates are selected by the City, the SBE Goal for this Contract will apply to the total contract amount, including contingency and the selected Alternates ("Total Contract Amount"). If the selected Bidder would meet the SBE Goal on the base bid amount, but would not meet the SBE Goal for the Alternates selected by the City, the Bidder will have three (3) days after the City notifies it of its selected Bidder status to secure enough additional participation to meet the SBE Goal calculated on the Total Contract Amount. The selected Bidder will be required to utilize CBI Form 3A to meet this requirement. This in no way exempts the Bidder from the CBI requirements due at bid time.

If the apparent low Bidder does not meet their subcontracting goal as detailed in their Form 3 submission on bid day, Bidder will have 24 hours to submit a finalized Form 3 to demonstrate that they have met or exceeded the establishing subcontracting goal(s). If the Bidder fails to meet the established Subcontracting Goal after the additional 24 hours, calculated on the Total Contract Amount, then the Bidder must earn the Minimum Good Faith Effort (GFE) Points and meet the Good Faith Negotiation requirements set forth in Part B, Sections 4 and 5 of the CBI Policy. GFE Points will be calculated, independently, for each Subcontracting Goal that is not met. For instance, if the Bidder fails to meet the SBE Goal that was set, the bidder will have to earn the minimum GFE points .

If the Bidder fails to meet the SBE Goal on the Total Contract Amount and fails to earn the required Good Faith Efforts points, the Bid will be rejected.

The City will request CBI Form 4 Letters of Intent if you are a finalist for contract award. You must submit a separate CBI Form 4 for each SBE subcontractor/supplier identified on CBI Form 3 (and CBI Form 3A, if

applicable) within three (3) Business Days after the City requests it.

6. CBI CONTRACT PROVISIONS:

The following provisions are incorporated into the contract.

The parties acknowledge and agree that:

a. The terms of the CBI Policy, as revised from time-to-time, together with all rules and guidelines established, are incorporated into this Agreement by reference; and
b. A violation of the CBI Policy shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Policy, including but not limited to liquidated damages; and
c. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Agreement until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and
d. The remedies set forth in Part D, Section 14 of the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
e. The City will incur costs if the Contractor violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Policy.
f. The Contractor agrees to participate in any dispute resolution process specified by the City from time-to- time for the resolution of disputes arising from the CBI Policy.
g. Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

Remedies for Violation of CBI Policy.
A violation of the CBI Policy by a Contractor shall constitute a material breach of the Contract, and shall entitle the City or private owner to:

I. Exercise all rights and remedies that it may have at law or at equity for violation of the CBI Policy;
II. Terminate the Contract for default;
III. Suspend the Contract for default;
IV. Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution;
V. Assess liquidated damages as provided in Part D Section 14.2; and/or

Offset any liquidated damages and/or any amounts necessary to cure any violation of the CBI Policy from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract. The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages. The City and the Contractor acknowledge and agree that the City will incur costs if the Contractor violates the CBI Policy and/or CBI Manual in one or more of the ways set forth below, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the CBI Policy. The Consultant further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

a. **Failure to Meet Committed SBE Goal**. If a Contractor will not or did not meet a Contract Goal and such failure is not excused pursuant to Section 5.1.2, then the City may assess the lesser of: (a) $200,000 or (b) the dollar difference between the Contract Goal and the Contractor's actual SBE utilization. This may be assessed only once per Contract.

b. Use of a Conduit. If the Contractor lists an SBE for a Contract Goal with knowledge that the SBE will be acting as a Conduit or will not be performing a Commercially Useful Function, the City may assess the lesser of: (a) $100,000 per incident; or (b) the dollar amount stated on the SBE's letter of intent.

c. Wrongful Termination or Replacement of an SBE Subcontractor. If the Contractor terminates or replaces an SBE Subcontractor in violation of Section 5.3.1, then the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar amount of the prospective work to be performed by the SBE Subcontractor.

d. Failure to Perform Modified Good Faith Efforts. If the Contractor fails to comply with Section 4.2, then the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar amount of the prospective work to be performed by the SBE Subcontractor.

e. False Statements and Misrepresentations. If the Contractor makes a false statement, material misrepresentation, or material misleading omission regarding any matter, then the City may assess the lesser of: (a) $50,000 per incident; or (b) the dollar difference between the Contractor represented as payment and what was actually paid. In the event of any overlap between Section 6.2.5 and Section 6.2.2, then the damages set forth in Section 6.2.2 shall apply.

f. Failure to Respond to Request for Information. If the Contractor fails to provide any report, documentation, affidavit, certification, or written submission required under the CBI Program within the time period set forth therein, the City may assess $40 per Day until receipt of the item.

g. Use of An Affiliate to Meet the Contract Goal. If the Contractor listed an SBE for a Contract Goal with knowledge that the SBE is an Affiliate and the City cannot invoke Section 5.2.2, then the City may assess the lesser of: (a) $75,000 per incident or (b) the dollar amount paid to the SBE Affiliate. In the event of any overlap between Section 6.2.7 and Section 6.2.2, then the damages set forth in Section 6.2.2 shall apply.

h. Quick Pay Commitment. If a Quick Pay Commitment is offered to any SBE Subcontractor in the Vendor Documents but is not subsequently honored, then the City may assess the lesser of: (a) $50,000 or (b) ten percent (10%) of the dollar amount listed on the SBE Subcontractor's letter of intent.

i. Violation of Exempt Performance Allowance. If a Contractor submits an affidavit under Section 3.2 but Subcontracts thereafter, then the City may assess the lesser of: (a) $25,000 per incident; or (b) the dollar amount of the work performed by any and all Subcontractors.

The City shall be entitled to exercise all remedies and recover all damages set forth in Section 6 directly from each Contractor that the City enters into a Contract with, regardless of whether such remedies or damages are due to a breach by that Contractor or by a Subcontractor on the applicable project. Each Contractor on a Contract shall be responsible for taking appropriate measures to enable it to exercise all remedies and recover all damages set forth in Section 6 directly from each Subcontractor. Additionally, the City shall be a third-party beneficiary to each Contract for the purpose of seeking injunctive relief and other remedies to the extent necessary to enforce the CBI Program directly against Contractors, though the City shall have no obligation to do so.

4. CBI FORMS:

Bidders shall submit the following CBI forms within the timeframes indicated below:

Document	Document Description	Submission Requirements
CBI Form 1 Intent to Self-Perform	Intent to self-perform ***all*** scopes of work on the project. If the Bidder is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Bidder will not be performing all work under the Contract with its own workforce, then the City may reject the Bidder's Bid for non-compliance with the CBI Policy.	Should only be submitted in lieu of CBI Form 3 if the Bidder/Proposer intends to self-perform all scopes of work involved in the project **and** can provide sufficient documentation for confirmation.
CBI Form 2 Solicitation Form	Identifies any SBE firms that the Bidder/Proposer contacted during the bid solicitation period.	***Not required at time of bid opening.*** This form is only required when Bidder/Proposer did not meet the established SBE goal(s) as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.
CBI Form 2A Good Faith Negotiation Form	Bidders must submit a completed CBI Form 2A for each SBE who bid the project and was ultimately not selected by the Bidder to participate on the Contract.	***Not required at time of bid opening.*** This form is only required when Bidder/Proposer did not meet the established SBE goal(s) as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.
CBI Form 3 Utilization Commitment	Identifies all subcontractors, suppliers, manufacturers, haulers, brokers and/or members of a joint venture to be utilized on the contract, percentages and dollar amounts committed to SBEs and non-SBEs.	**Must be submitted with Bid/Bid Package.**
CBI Form 3A Utilization Commitment-Alternate	Identifies additional SBE participation commitments made after bid opening when there are accepted alternates.	This form will only need to be submitted if the City selects alternates. Must be submitted within (3) business days after requested by the City.
CBI Form 4 Letter of Intent	Bidders must submit an executed Letter of Intent with each separate SBE firm listed on CBI Form 3.	To be submitted by successful Bidder **after** bid opening.
CBI Form 5 Good Faith Efforts (GFE) Compliance Statement	Identifies the minimum GFE points required for this contract, the GFE Categories, and respective GFE Points value for each GFE Category	***Not required at time of bid opening.*** This form is only required when Bidder/Bidder did not meet the established SBE goal(s) as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.
CBI Form 6	Contractor shall provide a payment affidavit showing payments made to all subcontractors, suppliers,	Upon award of Contract, Form 6 should be included with each pay request submitted to

Payment Affidavit	manufacturers, brokers, and members of a joint venture in connection with the Contract (SBEs and non-SBEs)	the City. List **ALL** subcontractors (SBEs and non-SBEs)

All CBI Forms and a full list of SBE vendors are available on-line at: www.charlottebusinessinclusion.com

All CBI Forms and additional CBI information are available at cltairport.com. Please make sure you review and are familiar with this additional information.

VI. AIRPORT SECURITY REQUIREMENTS

A. SECURITY PROGRAM

1. The Airport is, and must remain, secured to prevent unauthorized access into the Security Identification Display Area (SIDA). In order to maintain the integrity of the SIDA, the Contractor shall fully comply with the CLT Security Standards, all applicable CLT Security policies or practices, and shall fully cooperate with all security related-directives issued to it by CLT.

2. Construction Security Requirements. The Contractor shall meet all training and operational requirements of Federal Air Regulation (FAR) Part 139 and Transportation Safety Regulation (TSR) 1542 as contained in the Code of Federal Regulations (CFR), the CLT Security Standards, and all other applicable rules, regulations, and requirements as established by CLT. The Contractor is under a duty to remain up to date and shall keep itself and all of its personnel and subcontractors informed of all current security requirements throughout the contract. Exact requirements may vary, but, in general, the primary requirements are as follows:

   a. If the Contractor performs Work within the SIDA or a Restricted Area, each Contractor and subcontractor employee and staff must obtain a SIDA Badge. (*See §VI.B., below.*) Additionally, if the Contractor performs work within any Restricted Area(s) of the Airport, it must submit a Construction Security Plan for approval and coordination with TSA no later than 60 days prior to the start of construction – *See §VI.C., below*.

   b. The Contractor shall mark each vehicle and pieces of equipment that it or its subcontractors bring onto CLT property with a company name or logo on the sides of the vehicle(s) and equipment pursuant to the current requirements outlined in the CLT AOA Standards and CLT Security Standards. (For the purpose of this specification, a vehicle shall be defined as any device, including cars, trucks, buses or other conveyances, which can be driven. All towed devices will be considered equipment). **No private vehicles are allowed on the AOA. All vehicles must be registered in a Company name and carry the necessary insurance as required herein.**

   c. No person will be allowed to operate a vehicle in the active AOA unescorted without successfully completing the airport-approved Driver Training Program. The Contractor will not be authorized driving privileges unless the work requires access into the active AOA and cannot be accomplished otherwise, and then only with the approval of CLT.

   d. CLT will provide security personnel to staff all SIDA and/or AOA access points, unless otherwise specified in writing. It is the responsibility of the Contractor to:

      1. Notify the CLT Security Operations (CLTSEC) within 10 days of contract award for coordination and to ensure that the Contractor and CLTSEC staff understand the demands of the project.
      2. Notify and coordinate with CLTSEC at least 30 days before any specific SIDA/AOA access point is needed.
      3. Notify and coordinate with CLTSEC at least 72 hours before any change to a SIDA/AOA access point (e.g. cancellation; additional or reduced personnel) is needed.
      4. CLTSEC may be contacted by email at ASC@cltairport.com .

      - Cancellations or additions of the requested personnel within the 72-hour timeline are subject to additional costs.

   e. The Contractor shall allow only persons with the required SIDA badge passage into the SIDA through project access points. Escorted visitors are allowed on a limited basis, pursuant to the allowances in the CLT Security Standards or as otherwise authorized by CLTSEC. The Contractor is required to provide an escort for all approved visitors, vendors, or delivery vehicles. The Contractor will be subject to a fine of up to $25,000 for any unauthorized entry that it facilitates or allows at an access point being utilized

for this project.

3. No person will be allowed to operate a vehicle in the active AOA unescorted without successfully completing the airport approved Driver Training Program. The Contractor will not be authorized driving privileges unless the work requires access into the active AOA and cannot be accomplished otherwise and then only with the approval of the Aviation Director.

4. The Contractor shall station a **badged** security guard at each access point into the SIDA shown on the plans at all times during which access is required by the Contractor. The security guard(s) shall be approved by the Aviation Director and shall have a company radio unit at the access point. Contractor will be subject to a fine of up to $25,000 for any unauthorized entry that it facilitates or allows at an access point being utilized for this project.

a. All vehicles must display and use a rotating, amber-colored beacon while operating within the AOA.

b. All of the Contractor's employees, subcontractors, or suppliers who are within the SIDA must have and properly display a SIDA badge. The Contractor will be liable to CLT for a liquidated damage assessment of $100 for each and every occurrence of any of its employees, subcontractors, or suppliers being within the SIDA without properly possessing and displaying their SIDA badge. This assessment may be deducted from monies owed the Contractor under this contract by the Owner.

c. If, for any reason, a SIDA badge issued to the Contractor's employees, subcontractors, or suppliers is lost or stolen and must be replaced, the Contractor will be charged a fee in accordance with the lost badge fee schedule listed on the CLT Credentialing website. The Contractor shall immediately notify Airport Operations when a SIDA badge is lost or stolen. Airport Operations shall be notified by calling (704) 359-4012. Also, if a SIDA badge is damaged and must be repaired or replaced, the Contractor must return the damaged badge in exchange for a new badge. There will be a charge according to the fee schedule listed on the Credentialing website for this exchange.

d. Upon completion of the project, all SIDA badges obtained by the Contractor's employees, subcontractors, or suppliers must be returned to CLT. The Contractor will be assessed a Multi-area unreturned badge fee listed on the Credentialing website for each badge not returned. This assessment will be deducted from monies owed the Contractor under this contract at the time of final payment.

e. In the event a Contractor's SIDA badged employee sees a person in a Restricted Area who is not properly displaying their SIDA badge and that person is not under the proper escort of another person properly displaying their SIDA badge, **he/she must challenge the person** by asking the person to present his/her SIDA badge. If the unknown person is unable to present a proper SIDA badge**, it is the responsibility of the SIDA badged person to report** this to the Airport Operations staff. Airport Operations can be reached by calling (704) 359-4012. If the badged person does not have access to some form of communication, then they shall report the information to any badged person in the vicinity who may have access to a telephone or radio. It is everyone's responsibility to ensure the Airport remains safe and secure at all times. This is accomplished by challenging any individual with no visible identification.

The Contractor is responsible for ensuring all site staff, including subcontracted staff, are briefed on and maintain an understanding of all relevant rules, regulatory requirements, and site-specific security requirements. Significant or repetitive violations of these rules and requirements will result in a Corrective Action Plan being generated. Should the Contractor fail to adhere to the Corrective Action Plan, a fine of $10,000 may be assessed for each subsequent failure.

B. AIRPORT CREDENTIALING REQUIREMENTS

1. Before a Contractor may cause or direct a person to enter or perform Work within the SIDA or other Restricted Area, each Contractor and subcontractor related employee, staff, personnel, agent, or person that requires unescorted access to the SIDA must obtain a SIDA badge.

    a. Contractors and subcontractors must initiate the onboarding process to obtain a SIDA badge no later than 60 days prior to the contract NTP date. The onboarding process is initiated when the Contractor(s) send an email to avbadging@cltairport.com. The mail shall identify your company, company primary point of contact, phone number and a name and description of the project(s) assigned. CLT Credentialing Staff will respond with the required steps, forms and company sponsorships that are required to complete the onboarding process. The onboarding process must be completed prior to beginning the Contractor and Subcontractor employee badge application process.

    b. Assignment of Authorized Signers will be confirmed by CLT. Contractors and Subcontractors will be limited to two (2) Authorized Signers unless there is a specific operational justification presented that supports the approval of additional Authorized Signers.

    c. The SIDA badge application process for unescorted access will require that each applicant meets specific regulatory requirements which includes identity and work authorization validation, fingerprint based Criminal History records check (CHRC), a Security Threat Assessment (STA) and review and attestation that they have not been convicted of, or found not guilty by reason of insanity, of any of the disqualifiers listed in 49 CFR 1542.209 in the last ten (10) years. In addition, badge applicants cannot have any active warrants, be under indictment, or still have pending judicial proceedings associated with any of the above disqualifying crimes.

2. The Contractor must comply with the SIDA badge accountability requirements found in the CLT Security Standards. An unreturned badge creates an unnecessary security vulnerability that can be avoided with sound security practices and badge accountability. An unreturned, unaccounted for badge, includes, but is not limited to SIDA badges that are: Revoked Not Returned, Suspended Not Returned, Lost / Stolen, and expired unreturned badges.

    1. When unescorted access is no longer required or if a badge is lost or stolen, **the SIDA badge must be deactivated immediately**. The Contractor shall return all badges that are no longer needed for unescorted access. This includes employees who have completed work, or who are no longer employed by the Contractor or their Subcontractors, or who are no longer required to perform work within the SIDA or Restricted Area(s) for the project.

    2. In addition to meeting ongoing badge accountability requirements, Contractors and their Subcontractors shall ensure that all SIDA badges are returned to CLT when access is no longer required and shall collect, deactivate, and return all badges at the conclusion of the contract.

    3. As stated in the CLT Security Standards and CLT Credentialing Compliance Agreement completed during the onboarding process, Contractors are responsible for, and shall be required to pay CLT the unreturned multi-area badge fee for any unreturned SIDA badge (including those of Subcontractors) based on the current fee schedule located on the Credentialing web-page https://www.cltairport.com/business/credentialing/

    4. Contractor and Subcontractor personnel may only use the SIDA badge issued for the specific company and/or Work related to this contract. SIDA badges and access keys **MAY NOT BE SHARED**, even between otherwise authorized staff. Any sharing of SIDA badges or issued access keys will result in immediate and permanent

revocation of the offending person(s) SIDA badge.

C. CONSTRUCTION SECURITY PLAN

The Contractor shall submit a Construction Security Plan (CSP) for CLTSEC approval (and coordination with TSA if applicable) no later than 60 days prior to the start of Work (not including inspection, tours, or viewing) within the Work site.

The CSP shall address the following required aspects of security:

A. Project parameters and any information necessary to create a plan to ensure that security is maintained.
B. Projected Access Points and related security staffing and equipment requirements.
C. Staging and Haul Routes
D. CLT SIDA Procedure compliance facts and requirements.
E. Project Contacts and contact information

A CSP template is included in the Airport Security Construction Plan Proposal Document. That document guides the Contractor through the requirements, and specifically the information required for plan approval. The document is available upon request from CLTSEC by email at ASC@cltairport.com . The Contractor must use the template in submitting its proposed CSP for approval.

D. SECURITY ACCEPTANCE TESTING PROCESS

1. Access-controlled doors and associated hardware must be in place and tested before activation. Testing requirements shall be documented on the applicable forms available in PMIS. The project form is to be fully completed by the project team before the doors and items are considered for the final activation test. The process is broken down into three main categories:

a) **Infrastructure -** Cabling installation, testing, and verifying that it meets CLT Airport cabling standards and its connection to the iStar panels.

b) **Access Control -** Programming of the individual access points, including alarm events, cameras, and camera and access control integration, will be performed by the CLT-authorized contractor, who will also perform the initial test. Results must be captured on the "Project Team Door Commissioning Checklist." After the Contractor testing, the individual points may be turned off until they are ready for commissioning.

c). **General Door Installation -** Pertains to the mechanical functioning of the door, such as door closures, door stops, and final cores, and includes regulatory signage.

Process:

2. The Contractor, working in cooperation with the project team, must submit a Security Acceptance Request for Testing Plan as soon as reasonably possible but in no event later than 60 days prior to the anticipated Substantial Completion date. This Plan must include desired milestone dates that account for the following:

a. Planned Locksmith activities.
b. Planned acceptance testing.
c. Final state regulated area boundary configurations, based on which final Airport Security Plan (ASP) amendments may need to be developed.
d. In the case of doors, projected groups of individuals who will require access through the doors.

2. Once the Plan has been accepted by the Security team, the Project and Security teams will meet to discuss project priorities and will produce a testing timeline including specific dates.

3. Certain items and systems are required before testing may occur. The access control/CCTV Contractor must activate that equipment before the testing, and the equipment cannot be used operationally until it is fully commissioned. The Contractor may be present for the commissioning testing. Below are items that are required to be installed, operational, and ready in order for testing & commission to occur:

    a. Door Signage – regulatory signage must be in place.
    b. Final lock cores must be installed.
    c. Functionality and all alarm reporting of the access control system.
    d. CCTV.
    e. Integration of the access control and CCTV systems.
    f. Identified permissions and properly assigned permissions for the access control and CCTV systems.
    g. Identified groups and individuals that will need to be assigned access to the door.

4. Once the testing is successfully completed, the CLT Security Operations team will assign proper clearances for staff to the doors.

5. Following the Security Acceptance Testing, the doors must be used as designed, and any modifications, alarm overrides, etc., must be approved by the Airport Security Coordinator or designee. The request may be submitted by emailing asc@cltairport.com.

If any components fail or milestones are missed, the project's acceptance, delivery, or go-live dates may be delayed.

VII. CONTRACT FORMS

Forms for this Project are deemed to be incorporated herein.

A. STATE/COUNTY SALES/USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/ SUBCONTRACTOR: _____

PERIOD COVERED: _____ **PAGE:** _____ **of** _____

Invoice No.	Invoice Date	Vendor's Name	City Vendor No.	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid

Subtotal (Page 1)	$	$	$	$
Plus total cost of material withdrawn from our warehouse stock				
Grand Total	$	$	$	$

I certify that the above listed vendors were paid sales tax upon purchases of building material during the period covered by the construction estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the project, building, structure or repairs included in the above list.

Signed: _____

Subscribed and sworn to before me this _____ day of _____ 20___

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

B. CHANGE ORDER FORM

DATE: _____
PROJECT NAME: _____
CONTRACTOR NAME: _____
ADDRESS: _____
VENDOR NUMBER: _____
CHANGE ORDER NUMBER: _____
CONTRACT NUMBER: _____

Description of Change

Item No.	Description	Cost (Addition/Deduction)

Financial Summary

Net Change for This Change Order	
Net Change by Previous Change Orders	
Original Contract Amount	
Adjusted Contract Amount	

Original Contract Contingency	
Contingency Used to Date	

Schedule Summary

Original Contract Time	
Contract Time Adjustments to Date	
Contract Time Adjustment for this Change Order	
Adjusted Contract Time	

This change order represents full and final settlement for time and money for the work set forth in this change order, including not only all direct costs of Contractor such as labor, material, job overhead, and profit markup but also any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct or general overhead, acceleration, material or other escalation which includes wages and other impact costs. The completion date, contract price and all other terms, covenants and conditions of the above referenced contract, except as duly modified by this and previous change orders, if any, remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ACCEPTED:

CONTRACTOR:

Name: _____

Signature: _____

Title: _____

Date: _____

OWNER:

Name: _____

Signature: _____

Title: _____

Date: _____

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act".

_____
Finance Director Date

NOTE: THIS FORM CHANGE ORDER IS PROVIDED FOR REFERENCE PURPOSES ONLY. THE OWNER RESERVES THE RIGHT TO MODIFY THE CHANGE ORDER FORMAT AS NECESSARY. UNLESS OTHERWISE INSTRUCTED BY OWNER, CONTRACTOR IS REQUIRED TO PROCESS ALL CHANGE ORDERS THROUGH E-BUILDER.

[This Form provided for Information only. All requests for contract amendments shall be submitted using PMIS and in compliance with § IV.C. 8.0]

C. CONTINGENCY TRANSFER FORM

DATE: _____
PROJECT NAME: _____
CONTRACTOR NAME: _____
VENDOR NUMBER: _____
CONTINGENCY AUTHORIZATION NUMBER: _____
CONTRACT NUMBER: _____

Description of Change

Item No.	Description	Cost (Addition/Deduction)

Financial Summary

Contingency Authorization Amount	
Original Contract Contingency	
Contract Contingency Spent To Date	
Contract Contingency Remaining	

Schedule Summary

Original Contract Time	
Contract Time Adjustments to Date	
Contract Time Adjustment for this Contingency Authorization	
Adjusted Contract Time	

This Contingency Authorization represents full and final settlement for time and money for the work set forth in this Contingency Authorization, including not only all direct costs of Contractor such as labor, material, job overhead, and profit markup but also any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct or general overhead, acceleration, material or other escalation which includes wages and other impact costs. The completion date, contract price and all other terms, covenants and conditions of the above referenced contract, except as duly modified by this and previous contingency authorizations and change orders, if any, remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ACCEPTED:

CONTRACTOR:

Name: _____

Signature: _____

Title: _____

Date: _____

OWNER:

Name: _____

Signature: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act".

_____
City of Charlotte Finance Officer

D. CONTRACTOR'S AFFIDAVIT – RELEASE AND WAIVER OF CLAIMS

STATE OF: _____ **COUNTY OF:** _____

_____, _____
(Name) (Title)
_____, being first duly sworn, deposes and says that:
(Contractor)

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;

2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

Project Name:

Project No.:

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;

4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;

5. Notwithstanding the foregoing, if the City of Charlotte or property of the City of Charlotte is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the City of Charlotte harmless for any amount which the City of Charlotte is required to pay to discharge such lien or settle such claim and further will pay the City of Charlotte's expenses, costs, and attorney fees incurred in connection therewith;

6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Charlotte, its officers, employees and agents have been settled;

7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the City of Charlotte arising in any manner from the construction of the above-described project.

_____
(Contractors Signature)

Subscribed and sworn to before me this _____ day of _____ 20___
Signature of Notary _____
of _____ County
State of _____
My Commission _____

VIII. TECHNICAL SPECIFICATIONS

Technical Specifications for this Project are deemed to be incorporated herein.

IX. PLANS

Plans for this Project are deemed to be incorporated herein.