



**PROJECT MANUAL**

**FOR**

**4900 WEST BOULEVARD  
ROOF REPLACEMENT**

**PROJECT NUMBER: ITB AVIA 24-35**

**CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT  
CITY OF CHARLOTTE, NORTH CAROLINA**

**ADVERTISEMENT DATE: APRIL 15, 2024**

(Vertical Non-Federal)

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I. **INVITATION TO BID**

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**INVITATION TO BID**

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

**PROJECT NAME:** 4900 West Blvd Roof Replacement  
**PROJECT NUMBER:** ITB AVIA 24-35

**EBUILDER BID PORTAL LINK:**

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=5d56a1f5-a212-49cb-8b36-009b9d822b7a&bidpackageid=108f9b45-2c99-41a0-b1a5-2c6061293d70>

**SITE VISIT DATE AND TIME:** April 25, 2024, at 10:00 AM EDT at 4900 West Blvd., Charlotte, NC, 28208

**BID DUE DATE/TIME:** May 16, 2024 at 2:00 PM EDT via the e-Builder bid portal.

**SCOPE OF WORK:** COMPLETE REMOVAL OF ALL EXISTING GRAVEL SURFACED BUILT-UP ROOFING, INSULATION, FLASHINGS, METAL FLASHINGS, GUTTERS AND DOWNSPOUTS; AND THE INSTALLATION OF NEW INSULATION, COVER BOARD, 60 MIL TPO MEMBRANE ROOFING, FLASHINGS, METAL FLASHINGS, GUTTERS, DOWNSPOUTS AND ALL ASSOCIATED MISCELLANEOUS WORK AS SPECIFIED HEREIN.

**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) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no business will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## II. INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

### 1.0 DEFINITIONS

- 1.1 **AIP.** The Airport Improvements Program, a grant program administered by the Federal Aviation Administration.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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 acceptance, by the Owner, 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.

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- 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 requirements of 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 **FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.
- 1.25 **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.
- 1.26 **Invitation to Bid (ITB).** A public announcement, as required by local law, inviting Bids for Work.
- 1.27 **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.
- 1.28 **Notice To Proceed (NTP).** A written notice to the Contractor to begin the Work on a specified date.

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- 1.29 **Owner.** The City of Charlotte. For the purpose of this Project Manual, the Owner may also be referred to as the **Sponsor** or **City**.
- 1.30 **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.
- 1.31 **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.
- 1.32 **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.
- 1.33 **Project.** A specific Airport development. The Work may be a portion or the whole of a Project.
- 1.34 **Runway.** The area on the Airport prepared for the landing and takeoff of aircraft.
- 1.35 **Small Business Enterprise (SBE)** 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 metropolitan statistical area and finally (d) has been in business a minimum of 1 year.
- 1.36 **Socially and Economically Disadvantaged Individual** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
- 1.36.1 any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis;
  - 1.36.2 any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged:
    - 1.36.3 “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
    - 1.36.4 “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
    - 1.36.5 “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - 1.36.6 “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Naura, Federated States of Micronesia, or Hong Kong;
    - 1.36.7 “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - 1.36.8 Women;
    - 1.36.9 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such times as the SBA designation becomes effective.



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- 1.37 **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.
- 1.38 **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.
- 1.39 **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.
- 1.40 **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.
- 1.41 **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.
- 1.42 **Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary to the Contractor's performance of all duties and obligations imposed by the Contract.

## 2.0 CONTRACT TIME

- 2.1 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 Completion of the Work within 90 calendar days from the date of commencement stated in the written Notice to Proceed. Contractor acknowledges that the time for completion of the Work is sufficient for it to perform all the Work.
- 2.2 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 is liable to the City for the sum of \$ 500 **per calendar day** 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 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. The liquidated damages amount is not 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.

## 3.0 CHARLOTTE BUSINESS INCLUSION ("CBI") PROGRAM

The City has waived the CBI Goal for this Work.

For information about CBI Program requirements and forms, please review the 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

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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**

A site tour will be conducted in conjunction with this ITB on date prescribed above.

#### **5.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS**

Addenda, Change Orders and Supplementary Agreements will take precedence over other Contract Documents. Detailed provisions shall have precedence over general provisions.

Bidders shall take no advantage of any apparent error or omission in the Bid Documents or Contract Documents. In the event a Bidder discovers an 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.

#### **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 List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. 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 utilize on this Contract any subcontractor that is identified on the Final Divestment List.

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

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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 Bid Documents

Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency or error that they may discover upon examination of the Bid Documents or of the site and local conditions.

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.

**Requests for interpretation or clarification must be submitted electronically to the ITB Project Manager via the eBuilder bid portal Q&A Board. The deadline for submitting written requests for clarification shall be on Thursday, May 2, 2024 at 4:00 PM EST.**

<https://bidders.e-builder.net/landing?bidpackageid=90a2af9f-dcc4-40d7-bc7a-032d460bee61>

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

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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 eBuilder Bid Portal. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space on the Bid Form.

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## 8.0 BIDDING PROCEDURE

### 8.1 Form and Style of Bids

Bids shall consist of the following forms:

- (1) Bid Form
- (2) Execution of Bid
- (2) Certificate of Non-discrimination
- (3) CBI form # 3

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)).

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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.

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.

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### 8.3 E-Verify

Bidder is required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, unless otherwise exempt. 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 Divestment Act and Israel Boycott

NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. 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 Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Except to the extent specifically provided above, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Agreement.

### 8.5 Bid Security

REMOVED.

### 8.6 Electronically Executed Bid Bonds Accepted

REMOVED.

### 8.7 Submission of Bids

Bids shall only be submitted electronically through the eBuilder Bid portal, using the following link:

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=6b32d80b-4124-49a3-8515-3637348e0e1a>

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.

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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 Award of Bid

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.

## 10.0 PRE-AWARD

### 10.1 Submittals

The Bidder shall, within ten days after notice of award, furnish to the Owner in writing:

- A. A statement of the required experience; and
- B. The names of manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- C. A designation of the Work to be performed with the Bidder's own forces; and
- D. The names of persons or entities who are to furnish the principal portions of the Work; and
- E. The executed Agreement; and
- F. A detailed breakdown of any compound unit prices; and
- G. All post-bid opening CBI documents required (see Section V – Charlotte Business Inclusion Program); and
- H. Performance and payment bonds, each in an amount equal to the Contract sum.
- I. Upon Owner's request, form copies of subcontractors Contractor will use on this Project.

## 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 Owner shall have the right to inspect, examine and make copies of any and all books, accounts, records, and other writings of contractors relating to the performance of the Work under the Contract, including change orders. 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 **TEN PERCENT (10%)** of the Bid amount 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.

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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

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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.(A) 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 other 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 other.
- 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

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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 take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible 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 in 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 E-BUILDER PROJECT CONTROL SYSTEM**

Upon Owner's request, Contractor shall use the Owner's web-based project control software ("e-Builder") for records retention and management of all Project documentation. Information on e-Builder can be found at [www.e-builder.net](http://www.e-builder.net). Documents, forms, and processes that will be used in e-Builder 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, Buy America certifications and pay applications. If an item is not covered by e-Builder, submittal 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.

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Owner will provide access and technical service for five (5) e-builder licenses at no cost to the Contractor. Any additional e-Builder licenses will be the responsibility of the Contractor to purchase as needed. The Owner will provide training at no cost to the Contractor.

Contractor shall submit a Submittal Register to the Owner or Owner's representative after the notice of award. The Submittal Register shall include a list of all shop drawings, product information, designs, reports, procedures, management and quality plans, Buy America certifications, test plans, operations and maintenance manuals, and all other documents required to be submitted under the Contract. The Submittal Register shall also include the planned dates for all submittals to be submitted for the entire duration of the Contract. The Contractor shall submit an updated submittal register monthly with any changes to the planned submittal dates.

The Owner or Owner's representative will provide will the Contractor with the format for the Submittal Register. The Contractor should allow a minimum of twenty-one (21) days for review and approval of the Submittal Register following the submittal date, unless otherwise approved by the Owner. The Submittal Register shall include the following information"

- a) Number
- b) Package
- c) Specification Section and Sub-Section
- d) Revision (designate on original submittals as Rev. 00)
- e) Description
- f) Category
- g) Submittal Date

### **III. BID FORM AND SUPPLEMENTS**

**A. ITEMIZED BID**

**4900 West Blvd. Roof Replacement**

Charlotte Douglas International Airport Project

No.: AVIA 24-35

**BASE BID (Lump Sum = BASE BID) for 4900 West Blvd.**

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 – TEN PERCENT (10%) (Not included in Base Bid) for 4900 West Blvd.**

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

**PERFORMANCE AND PAYMENT BONDS for 4900 West Blvd.**

The undersigned Bidder agrees to execute the Agreement 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 one-hundred percent (100%) of the Base Bid amount above.

**UNIT PRICES**

The undersigned proposes the following unit prices for additions to the Contract/Agreement. Unit prices shall include all costs including charges for materials, labor, equipment, fees, field, and office operations overhead, taxes, insurance, and profit. Refer to **Section 01210, Part 3-Execution, Paragraph 3.1** of the Project Specifications for further information. The Contract/Agreement will be altered in each case as follows:

No.	Description	Unit	Cost
1.	Wire brush and paint deteriorated metal deck	Sq. Ft.	\$
2.	Wire brush, paint, and plate deteriorated metal deck.	Sq. Ft.	\$
3.	Replace deteriorated metal deck.	Sq. Ft.	\$
4.	Secure loose metal deck side laps.	Fastener	\$
5.	Secure loose metal deck to existing framing.	Fastener	\$
6.	Replace damaged or deteriorated wood blocking.	Bd. Ft.	\$

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 (if applicable):**

Electrical	_____	License # _____
Mechanical	_____	License # _____
Plumbing	_____	License # _____
Fire Protection	_____	License # _____

**BID SUPPLEMENTS**

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

Execution of Bid  
Certificate of Non-Discrimination  
CBI Form # 3

**PLEASE NOTE: FAILURE TO SUBMIT THE REQUIRED BID SUPPLEMENTS MAY RESULT IN REJECTION OF 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 and understood the confidentiality agreement 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.

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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 Bid, the Bidder has considered all 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)**

This form **MUST** be submitted at the time of Bid Opening.

Failure to properly complete and submit Form 3 at the time of Bid Opening constitutes grounds for rejection of the Bid.

*Copy this CBI Form 3 as needed.*

Per Part B, Section 3 and Part C, Section 3 of the CBI Policy, the Subcontractor/Supplier Utilization Commitment (**CBI Form 3**), captures information regarding MBEs, WBEs, SBEs, and other subcontractors and suppliers that the Bidder intends to use on the Contract **FOR ALL TIERS**.

For Construction Contracts under \$500,000, MWSBEs must satisfy the requirements of Part B, Section 3 of the CBI Policy in order to count the work they intend to perform on the contract with its own current workforces towards the established Subcontracting Goal and must list themselves below along with their projected utilization amount.

<b>Bidder Name:</b>			
<b>Project Name:</b>			
<b>Project Number:</b>			
<b>Established MBE Goal:</b>	<b>Established WBE Goal:</b>	<b>Established SBE Goal:</b>	

List below all **MBEs, WBEs, and/or SBEs (Non-Hauling Services)** 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. Furthermore, you will only receive credit for MBEs and WBEs that are registered with the City as of Bid Opening Date.**

<b>MBE/WBE/SBE Vendor Name (Non-Hauling Services)</b>	<b>Description of work / materials</b>	<b>NIGP Code</b>	<b>Vendor #</b>	<b>Total Projected Utilization (\$)</b>

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

<b>MBE/WBE/SBE Vendor Name (Hauling Services)</b>	<b>Description of work / materials</b>	<b>NIGP Code</b>	<b>Vendor #</b>	<b>Total Projected Utilization (\$)</b>

<b>Total Subcontractor / Supplier Utilization</b> (including MBEs, WBEs, SBEs, and Non-MWSBEs)	\$ _____
<b>Total MBE Utilization</b>	\$ _____
<b>Total WBE Utilization</b>	\$ _____
<b>Total SBE Utilization</b>	\$ _____
<b>Total Bid Amount</b> (including Contingency)	\$ _____
<b>Percent MBE Utilization*</b> (Total MBE Utilization <i>divided by</i> Total Bid Amount)	_____ %
<b>Percent WBE Utilization*</b> (Total WBE Utilization <i>divided by</i> Total Bid Amount)	_____ %
<b>Percent SBE Utilization*</b> (Total SBE Utilization <i>divided by</i> Total Bid Amount)	_____ %

\* The Utilization percentage stated **MUST** be rounded to (2) decimal places.

**CBI FORM 3: Subcontractor / Supplier Utilization Commitment**

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

Vendor Name	Description of work / materials	NIGP Commodity Code	Vendor #	Projected Utilization (if known) (\$)

**Letters of Intent submitted upon notice from the City**

Per Part B, Section 3.6 and Part C, Section 2 of the CBI Policy, 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 MBE, WBE, and/or SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by each MBE, WBE, and/or SBE and the Bidder. The City shall not count proposed MBE, WBE, and/or SBE utilization for which it has not received a Letter of Intent by this deadline. Per Part B, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the established Subcontracting Goal(s). In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged for providing a Commercially Useful Function by the MBE, WBE, and/or SBE towards the established Subcontracting Goal(s). The Bidder is still obligated to pay the MBE, WBE, and/or SBE the full amount listed on the Contract with the MBE, WBE, and/or SBE regardless of what percentage is actually counted towards the MBE, WBE, and/or 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 Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of MBE, WBE, and/or SBE participation proposed on this **CBI Form 3** (and **CBI Form 3A**, if applicable) throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a MBE, WBE, and/or SBE, you must comply with Part D, Section 5.
- 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 Part D, Section 6.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each MBE, WBE, and/or 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 that you use on this contract must be registered in the City’s vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

**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,
- (b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your bid.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Submittal Date

**IV. CONTRACT REQUIREMENTS AND FORMS**

**A. AIA DOCUMENT A101- 2007 – STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR (MODIFIED)**

**AGREEMENT** made as of the « » day of « » in the year « »

**BETWEEN** the Owner:

Charlotte Douglas International Airport  
5501 Josh Birmingham Parkway  
Charlotte, NC 28208  
Telephone: (704) 359-4000

and the Contractor:

« »  
« »  
« »  
« »

for the following Project:

« »  
« »  
« »

The Architect:

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of all documents as set forth in Section 1.17 of the Instructions to Bidders and include, but are not limited to, this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The Date of Commencement will be established in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement in the Notice to Proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than [INSERT WORD NUMBERS] ( ) calendar days from the date of commencement, or as follows:

Ninety (90) days to complete the Work after date of commencement

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages are set in the amount of \$ 500per Calendar Day for each day or portion thereof that Contractor fails to achieve Substantial Completion.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

§ 4.3 Unit prices, if any:

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

Item	Price
------	-------

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2 INTENTIONALLY DELETED.**

§ 5.1.3 Owner shall make payment of the certified amount to the Contractor not later than the thirty (30) days following receipt of an approved Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6 REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 7.0.**

**§ 5.1.7 REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 7.0.**

**§ 5.1.8 REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 7.0.**

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.



§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Upon Owner's approval.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Owner, as identified below, will serve as Initial Decision Maker pursuant to Section 8.0 of the Supplemental General Conditions.

Aviation Director  
Charlotte Douglas International Airport  
5601 Wilkinson Boulevard  
Charlotte, NC 28208  
Telephone: (704) 359-4000

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 9.0 of the Supplemental General Conditions, the method of binding dispute resolution shall be as follows:

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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)

§ 8.3 The Owner's representative:

Aviation Director  
Charlotte Douglas International Airport  
5601 Wilkinson Boulevard  
Charlotte, NC 28208  
Telephone: (704) 359-4000

§ 8.4 The Contractor's representative:

<< >>  
<< >>  
<< >>  
<< >>  
<< >>

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in their entirety in the Project Manual.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title
I.	Invitation to Bid
II.	Instruction to Bidders
III.	Bid Form and Supplements
IV.	Contract Requirements and Forms
V.	Small Business Opportunity Program
VI.	Airport Security Requirements

§ 9.1.4 The Specifications are set forth in the Project Manual.

§ 9.1.5 The Drawings are set forth in the Project Manual.

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

- .2 Other documents, if any, listed below:

N/A

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
As set forth in the Contract Documents.	

**ARTICLE 11 CHARLOTTE BUSINESS INCLUSION (“CBI”) PROGRAM COMMITTED GOAL**

The Contractor has committed to achieve CBI participation in the following percentage of the Contract Sum:

SBE Goal	%
MBE Goal	%

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.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**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. AIA DOCUMENT A201- 2007 – GENERAL CONDITIONS (MODIFIED)**

for the following PROJECT:

<<test>>

<< >>

**THE OWNER:**

Charlotte Douglas International Airport  
5601 Wilkinson Boulevard  
Charlotte, NC 28208  
Telephone: (704) 359.4000

**THE ARCHITECT:**

<< >><< >>

<< >>

**TABLE OF ARTICLES**

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- 3 CONTRACTOR
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- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of all documents as set forth in Section 1.17 of the Instructions to Bidders and include, but are not limited to, the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Plans, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE 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.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE PLANS**

The Plans are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, plans, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 INTERPRETATION**

In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 OWNERSHIP AND USE OF PLANS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 1.5.1** The Owner shall be deemed the authors and owners of their respective Instruments of Service, including the Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Architect, the Architect’s consultants, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

**§ 1.5.3** The Contractor shall be required to a sufficient number of copies of each complete set of Plans and Specifications – released for construction from Owner’s plan room provider. The 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. Contract Documents, including drawings and specifications, are to be issued as a complete package to all subcontractors and trades to ensure complete coordination of the work.

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Contract or the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

### **§ 2.1.2 INTENTIONALLY DELETED.**

## **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

### **§ 2.2.1 *INTENTIONALLY DELETED.***

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner may, at its election, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. If the Owner elects to furnish a survey(s), the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.



### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors as if such acts or omissions had been conducted or performed by the Contractor.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4** Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner and Architect will promptly investigate such conditions and, if the Owner and Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner and Architect determine that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner and Architect shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner/Architect's determination or recommendation, the Contractor may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner or Architect requires additional time to review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review

submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Plans, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Plans, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

#### **§ 3.18.1 *REPLACED AND SUPERSEDED BY SECTION E INDEMNIFICATION AND INSURANCE.***

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** Unless otherwise determined by the Owner, with notice to the Contractor, the Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Owner will prepare Change Orders and Construction Change Directives; provided, however, the Architect may authorize minor changes in the Work as provided in Section 7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Plans and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The



Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall ensure, and be responsible for, the compliance of all subcontractors, sub-subcontractors, subcontractors at any tier, and suppliers with the requirements of this contract. A failure to do so, or to timely cure such non-compliance, shall be a material breach of the contract.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

## **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

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

### **§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** Change Orders shall be the form of Document J included in the Section IV of the Project Manual and shall be accompanied by a complete itemization of costs, including labor and materials, together with a written explanation of the change and reason for the change. Agreement of any Change Order shall constitute a full payment and final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, the Contract Time, and the construction schedule.

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices *may* be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- .5 Additional costs of supervision and field office personnel directly attributable to the change.
- .6 Overhead and profit as described in subparagraph 7.2.2; and
- .7 Additional costs including supervision and field office personnel attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and

credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15, as modified by Section 8.0 of the Supplemental General Conditions.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### **ARTICLE 8 TIME**

#### **§ 8.1 DEFINITIONS**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.1.1** The Contract Time shall be the amount of consecutive calendar days stated in the Contract. Liquidated damages will be assessed at the rate stated in the Contract per consecutive calendar day for unauthorized delays beyond the Contract Time. This amount is hereby agreed to by the Contractor by execution of the Contract and other Contract Documents.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes

that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15, as modified by Section 8.0 of the Supplemental General Conditions.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines

is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;  
or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### **§ 9.5.3 *INTENTIONALLY DELETED.***

### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** *INTENTIONALLY DELETED.*

### **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by a court of competent jurisdiction, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is 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.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if

any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner..

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.



**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### **§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. .

### **§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, and Subcontractors, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance not brought to the site by the Contractor, solely by reason of performing Work as required by the Contract Documents, the Owner shall, to the extent permitted by law, indemnify the Contractor for all cost and expense thereby incurred.

### **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

***REPLACED AND SUPERSEDED BY SECTION E INDEMNIFICATION AND INSURANCE.***

### **§ 11.2 OWNER'S LIABILITY INSURANCE**

***REPLACED AND SUPERSEDED BY SECTION E INDEMNIFICATION AND INSURANCE.***

### **§ 11.3 PROPERTY INSURANCE**

***REPLACED AND SUPERSEDED BY SECTION E INDEMNIFICATION AND INSURANCE.***

### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it within thirty (30) days after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within thirty (30) days after receipt of notice of nonconforming work from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by electronic, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

**§ 13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **§ 13.6 INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing.

## **§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed; provided, however, Contractor shall submit to Owner documentation explaining in detail Contractor's losses including reasonable overhead and profit and reasonable costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.3.1 The Aviation Director shall have the authority to terminate the Contract without additional authorization from the Charlotte City Council.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.1.1** The Aviation Director shall have the authority to terminate the Contract without additional authorization from the Charlotte City Council.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for 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 and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, excluding overhead and profit on the Work not executed.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 CLAIMS**

***REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 8.0.***

**§ 15.2 INITIAL DECISION**

***REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 8.0.***

**§ 15.3 MEDIATION**

***REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 9.0.***

**§ 15.4 ARBITRATION**

***REPLACED AND SUPERSEDED BY SUPPLEMENTAL GENERAL CONDITION 8.0.***

**END OF AIA 201 – 2007**

**C. SUPPLEMENTAL GENERAL CONDITIONS**

- 1.0 INDEPENDENT CONTRACTOR. Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner.
- 2.0 LAWS AND REGULATIONS. Contractor and its employees and representatives shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations in effect at the time the Work is performed under this Contract.
- 3.0 PAYMENT AND PERFORMANCE BONDS. Contemporaneously with Contractor's execution of the Contract Documents, Contractor shall supply the Owner with a performance bond and a payment bond, each in an amount equal to the Contract Sum.
- 4.0 CONTRACT MEETINGS. The Contractor shall, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Contractor with minutes of each meeting distributed to Owner, Architect and subcontractors.
- 4.1 Pre-Construction Conference. As soon as practicable after award of Contract and prior to commencing any Work, a pre-construction conference will be arranged. The purpose of the pre-construction conference is to determine procedures related to smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established at the pre-construction conference.
- 5.0 SAFETY. All costs in connection with meeting all safety requirements set forth herein shall be borne by the Contractor.
- 5.1 Fire Prevention.
- A. Contractor shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Contract Work area clear of all trash at all times.
  - B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
  - C. Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed, and welding activities shall be shielded. The Contractor shall post a Hot Work Permit whenever an open flame shall be utilized for work.
- 5.2 Pumping and Drainage. Surface or sub-surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of



temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner and other public agencies having jurisdiction.

5.3 Dust Control.

- A. The Contractor, for the duration of the Contract, shall maintain all excavations, embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted. No separate payment will be made for dust control.
- B. If the Owner determines that dust from the Contract site constitutes a hazard to aircraft operations, the Contractor shall take immediate action to reduce the amount of dust to the satisfaction of the Owner. If the Contractor does not respond immediately, the Owner reserves the right to undertake dust control at Contractor's expense.

5.4 Water Pollution. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, river, lake or other body of water, which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

5.5 Explosives. Use of explosives will not be allowed on this Contract.

5.6 Illumination. When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in compliance with local code, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

5.7 Cleaning Up. Contractor shall, at all times, keep its work areas in a neat, clean, and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, and Contractor shall leave the premises in a neat, clean, and safe condition. In the event of Contractor's failure to comply with the foregoing, the Owner may accomplish the same at Contractor's expense.

5.8 Hazard Communication.

- A. The Contractor shall be aware of OSHA Federal Standard 29 CFR 1910.1200, HAZARD COMMUNICATION and 29 CFR 1910.1020(C), ACCESS TO EMPLOYEE EXPOSURE AND MEDICAL RECORDS. The Contractor's Safety Program shall address and include all aspects of the preceding OSHA rules, as well as any local or State hazard communication laws.
- B. The Contractor shall furnish to the Owner the MSDS Sheet on any material requiring same, for Owner review and approval prior to said material being delivered to the site. Contractor shall specifically follow all the safety requirements listed on the MSDS Sheet.

5.9 Hazardous Material.

- A. The Contractor shall immediately notify the Owner of any hazardous materials subsequently found on the site and shall not remove same without the permission of Owner.
- B. If the Contractor caused the hazardous material and subsequent contamination, Contractor shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State or Local laws or regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the satisfaction of, and at no cost to, the Owner.

5.10 Erosion Control. Contractor shall conform to all Federal, State, and local laws and regulations pertaining to erosion control within or adjacent to the Project.

6.0 PAYMENT AFFIDAVITS.

To determine whether disparities exist in Owner contracting based on race, gender or other factors, and also to measure the effectiveness of the Owner's Community Business Inclusion Program, the Owner tracks the utilization of first-tier subcontractors and suppliers on certain Owner contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the Owner obtain this data not only for minority, female and small business suppliers and subcontractors, but also for other subcontractors and suppliers. 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.

7.0 PROGRESS PAYMENTS.

- 7.1 Sections 5.1.6, 5.1.7, and 5.1.8 of the Standard Form of Agreement (AIA Document 101 2007) have been superseded and replaced by Sections 7.2 through 7.4 below.
- 7.2 The Owner will make progress payments based on the Work progress estimates prepared by the Architect and on the payment requests submitted by the Contractor on a monthly schedule established by the Owner. Progress payments will be made within thirty (30) 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 e-Builder.

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 sixty (60) 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.

- 7.3 Five percent (5%) of each progress payment shall be retained until the completion of the Work, subject to the terms and conditions of N.C.G.S. 143-134.1.
- 7.4 The Contractor, in paying his subcontractors and suppliers, shall fully and strictly comply with N.C.G.S. 143-134.1, and shall include appropriate provisions in all subcontracts and orders for materials, supplies or equipment requiring all subcontractors and suppliers to fully and strictly comply with N.C.G.S. 143-134.1.

## 8.0 CLAIMS AND DISPUTES.

- 8.1 Sections 15.1.1 (Definition), 15.1.2 (Notice of Claims), 15.1.3 (Continuing Contract Performance), 15.1.4 (Claims for Additional Cost), 15.1.5 (Claims for Additional Time), 15.1.6 (Claims for Consequential Damages), and 15.2 (Initial Decision) of the General Conditions (AIA Document A201 2007) are superseded and replaced by Sections 8.2 through 8.10 below.

- 8.2 A claim is 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. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 8.3 All Claims presented by Contractor shall be in writing and accompanied by the following information and/or documentation:
- A. The basis of the Claim including, without limitation, the specific requirements, clauses or provisions of the Contract which are pertinent to the Claim;
  - B. A full description of the Claim, with a narrative to support the Contractor's position that Claim exceeds or falls outside of the Contract;
  - C. A detailed description of all costs associated with the Claim;
  - D. A detailed description of all requested time extensions associated with the Claim including, if possible, a revised project schedule incorporating the requested time extension; and
  - E. Supporting documentation to substantiate Claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.
- 8.4 All Claims shall be verified and submitted within a reasonable time not to exceed thirty (30) days after the occurrence of the event giving rise to such Claim or the date the Contractor first recognizes the condition giving rise to the Claim, whichever is later. To the extent additional costs or 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 costs or damages, together with documentary evidence of such costs or damages. Failure by Contractor to present the Claim within the specified time period and in the manner described in Section 8.2 shall constitute a waiver of the Claim by Contractor.
- 8.5 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 Article is in addition to any other notice as may be required by other provisions of this Contract.
- 8.6 From the time the Owner receives each Claim in writing, accompanied by complete supporting documentation as required by this Article, 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.

- 8.7 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.
- 8.8 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 9.0 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.
- 8.9 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 Contract. 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.
- 8.10 Owner and Contractor shall each pay their own costs for preparation of and presentation of all Claims.
- 9.0 MEDIATION.
- 9.1 Sections 15.3 (Administrative Resolution of Claims and Disputes) and 15.4 (Arbitration) of the General Conditions (AIA Document A201 2007) shall be superseded and replaced by the by Sections 9.2 through 9.11 below.
- 9.2 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 this Section and N.C.G.S. 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).
- 9.3 Full compliance with this Article is a precondition for any party to initiate any form of litigation concerning the 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 Article may be foregone upon the mutual written agreement of all parties in interest to the dispute.
- 9.4 The Contractor shall and hereby agrees to include this Article 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.

- 9.5 The following disputes are not subject to the provisions of this Article:
1. A dispute seeking a non-monetary recovery; and
  2. A dispute seeking a monetary recovery of \$15,000 or less.
- 9.6 A dispute seeking the extension of any time limit set forth in this Contract shall be subject to mediation pursuant to this Article and N.C.G.S. 143-128(f1) 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.
- 9.7 For purposes of this Article, 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.
- 9.8 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.
- 9.9 If a party breaches any provision of Paragraph 9.8 above, 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.
- 9.10 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.
- 9.11 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 Article. The parties understand and agree that mediation in accordance with this Article 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 Article.
- 10.0 PROJECT SIGNS, PUBLICITY AND ADVERTISING.
- With the exception of the right reserved by the Owner to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, the Contractor shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising device, without prior

written approval of Owner. Contractor shall not make any announcement or release any information concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

11.0 SUCCESSORS, ASSIGNEES AND ASSIGNMENT.

Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, without previous written consent of the Owner and concurred to by the sureties.

12.0 AUDIT RIGHTS.

The Owner shall have the right to inspect, examine and make copies of any and all books, accounts, records, and other writings of contractors relating to the performance of the Work under the Contract, including change orders. 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.

13.0 COMPLIANCE WITH IMMIGRATION LAWS.

Contractor and its subcontractors shall not place any employee on Owner's worksite without first ensuring the employee's authorization to work.

Contract agrees and warrants that:

- A. it maintains and follows an established policy to verify employment eligibility verification; and
- B. it has verified the identity and employment eligibility of all employees; and
- C. it has established internal safeguards and reporting policies to encourage employees to report suspected violations of immigration policies to senior management; and
- D. it has no knowledge of any fact that would render an employee or subcontractor ineligible to legally work in the U.S.; and
- E. it has complied with the Immigration Reform and Control Act of 1986 ("IRCA") at all times; and
- F. it has properly maintained all records required by federal immigration authorities, including the Form I-9s; and
- G. it has responded in a timely fashion to any inspection request from and has cooperated fully with inquiries, inspections or investigations by federal immigration officials.

14.0 NON-DISCRIMINATION PROVISION FOR ALL CITY CONTRACTS.

Contractor 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. Contractor consents to be bound by the award of any arbitration conducted thereunder.

15.0 COMPLIANCE WITH E-VERIFY

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.

16.0. WEATHER DELAYS

16.1. 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 listed as the Standard Baseline. For the purposes of this provision, Adverse Weather is defined as precipitation in excess of 0.10 inch liquid measure that prevents exterior construction activity or access to the site within twenty-four (24) hours.

16.2. STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

1. 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.
2. 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 0.10 inch liquid measure. Suspension of 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.
3. Standard Baseline (based upon precipitation in excess of 0.10 inch liquid measure) established for this contract is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
8	7	8	6	6	6	7	6	6	5	6	6

16.3. ADVERSE WEATHER AND WEATHER DELAY DAYS. A Weather Delay Day may be counted as follows:

1. At a rate no greater than one (1) make-up day for each day of precipitation beyond the Standard Baseline that total 0.10 inch or more, liquid measure, if no substantial work is possible, unless specifically recommended otherwise by the Owner.
2. Owner will consider a request for a Weather Delay Day attributable to abnormal weather conditions other than precipitation (temperature, wind, "dry-out" or mud conditions) on a case-by-case basis. Such requests must be submitted to Owner in writing and must be fully documented with the cause and effect of the abnormal weather condition on critical path activities. Failure to properly document request for an extension of Contract Time due to abnormal weather conditions may result in the Owner denying such request.

16.4. The Contractor will compile monthly weather data from the Local National Weather Station, which shall be used to substantiate Contractor's requests for Weather Delay Days.



- 16.5. 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 an itemized list of; days impacted by weather, scheduled activity that was impacted, the impact which caused the delay (temperature, mud, snow, etc.) and any supporting documentation.

## 17.0 OVERHEAD AND PROFIT

Overhead (including without limitation bonuses, sick leave, vacation/holiday pay, bookkeeping, clerical, estimating, superintendence, project management, insurance or other items of indirect cost or overhead) and profit shall be compensated by payment of overhead and profit in accordance with the following schedule of percentages:

1. Contractor Overhead and Profit for work performed by the Contractor's forces –12.5% of the additional direct cost;
2. Contractor Overhead and Profit for work performed by a subcontractor's forces –7.5% of the additional direct cost;
3. Subcontractor Overhead or profit for work performed by the subcontractor's forces –12.5% of the additional cost;
4. Subcontractor Overhead and Profit for work performed by a sub-subcontractor's forces –7.5% of the additional cost;
5. Owner credit for work deleted that would have been performed by the Contractor's forces – not less than 10% shall be credited to the Owner by the Contractor as the allowance for overhead and profit;
6. Owner credit for work deleted that would have been performed by a subcontractor's forces – 5% shall be credited to the Owner by the Contractor as the allowance for overhead and profit.
7. Subcontractor – work deleted that would have been performed by the subcontractor or the subcontractor's subcontractor – not less than 10% shall be credited to the Owner by the subcontractor as an allowance for overhead and profit.

In order to facilitate the review of quotations for additional work or deleted work, all proposals shall be accompanied by a complete itemization of costs including labor, materials, overhead and profit for all work performed by the Contractor or subcontractors.

## 18.0 CPM SCHEDULE DEVELOPMENT AND REQUIREMENTS

### 18.1 DEFINITIONS

- Activity: A component of work to be accomplished in a set period of time to achieve the overall project goals.
- Circular Logic: Schedule network path that loops back to reconnect and traverse a second time onto a number of activities that are already logically connected.
- Critical Path: The sequence of schedule activities that determines the longest path of activities and the duration of the project. The critical path is defined as a sequence of activities that must be completed "on time" to ensure the project is finished by the scheduled completion date. In the absence of a schedule modification, delaying an activity on the Critical Path will delay the completion date of the project.
- Data Date: The date the schedule was last updated, or the status was revised with actual work performed. Project schedules are updated on a regular periodic basis during the project once the baseline schedule is accepted.
- Free Float: The amount of time a scheduled activity or event may be delayed without delaying the early start date of any immediate successor activity within the schedule.
- Key Contractor Schedule Milestone: A significant point on the project schedule that marks the start of a major phase of work. Milestones are typically used to mark the start of a phase, a decision point, or the completion of a deliverable.

- Long Lead Item: Any item which requires in excess of 16 weeks for delivery to the project after approval of associated submittal or shop drawing.
- Open-Ended Activity: Any activity that is not logically linked to a preceding or succeeding task-dependent activity.
- Out of Sequence Activities: Any activity that is in progress or has been completed before one or more of its predecessors.
- Project Baseline Schedule (Level I): Schedule view showing the key Owner Schedule Milestones, Key Contractor Schedule Milestones, and summary activities to complete the project.
- Project Baseline Schedule (Level II): Schedule view that includes more detailed activities than the Level I Schedule leading to the project completion and all Interim Schedule Milestones. The Level II Schedule depicts the overall project broken down into its major components by area and is used for higher-level management reporting. The Level II Schedule is a summarization of the Level III Schedule which is the full project schedule.
- Project Baseline Schedule / Progress Schedule (Level III): Schedule view that is logically tied, fully integrated, and shows the full detail of all activities and deliverables required to achieve the scope of work. It is considered to be the working level detail to actively plan, monitor, and control the project.
- Project Calendars: Calendars define the planned workdays, workhours in a day, and specify the holidays the contractor has excluded from their work plan. Some activities have seasonal limitations or must be performed at night and those types of activities would be assigned to a specific calendar.
- Smart Activity ID: Activity ID that has built-in intelligence using alpha-numeric characters as part of the activity ID.
- Total Float: The amount of time a scheduled activity or event may be delayed without delaying the overall completion of the project.
- Work Breakdown Structure (WBS): The Work Breakdown Structure (WBS) is a tiered breakdown that defines the total scope of work to be performed by the Contractor to achieve the overall project objectives and establishes the required project deliverables.

## 18.2 SCHEDULE REQUIREMENTS

Contractor shall provide a CPM (Critical Path Method) Schedule to the Owner prior to submission of Pay Application #2 that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project by the forecasted Contract Completion Date. All activities in the CPM Schedule should provide sufficient detail so that the Owner can readily identify the work of each activity. Contractor shall submit their Primavera P6 Schedule XER file to the Owner for review of the schedule.

Contractor's CPM Schedule should be organized by a Work Breakdown Structure (WBS). The CPM Schedule shall be updated and submitted as a PDF and XER file to the Owner as required.

In general, Finish to Start activity relationships are preferred. The appropriate level of detail in the schedule should minimize the need of using lags. Any schedule issued by the Contractor to the Owner for review will be considered incomplete if it contains any Open-End Activities or Out-of-Sequence Activities.

Constraints on activities shall not be used as a substitute for appropriate relationships and will only be used in situations where necessary due to contractual Milestones or events that cannot be changed in time. The use of mandatory finish constraints, zero float constraints, finish on constraints and progress override shall be minimized and explained. Contractor is required to coordinate with the Owner's planning and scheduling representative to support the Agreement's overall scheduling requirements.

The CPM Schedule shall contain no negative lags in the schedule. The Contractor shall revise their logic and include these logic revisions in their monthly schedule narrative. The contractor shall include the reasons for all logic revisions and explanations of all delays in their monthly schedule narrative.

The CPM Schedule shall include activities for shop drawing preparation, submittals, and submittal reviews by the Architect/Engineer. The submittals should have a Finish to Start relationship between the submittals, submittal reviews, and the start of construction for that phase of work.

The CPM Schedule shall include activities for material/equipment procurement, fabrication, and deliveries to the project. Any material/equipment identified as a long lead time item will be identified as a separate activity in the CPM schedule with Finish to Start relationship to that phase of construction requiring the long lead time item.

The CPM Schedule shall meet the requirements specified herein. Contractor shall prepare and submit a CPM schedule of proposed working progress for the entire project duration. To generate and maintain the CPM Schedule, the Contractor shall use Oracle Primavera P6 scheduling software version 18 or higher. The use of Microsoft Projects, Primavera P6 scheduling software version less than 18, or other scheduling software is not acceptable unless approved by the Owner.

#### 19.0 DIGITAL CAD STANDARDS FOR AIRPORT PROJECTS

Contractor shall use and abide by the Airport's CAD standards. Information on applicable standards can be found at [www.cltcadstandards.info](http://www.cltcadstandards.info).

**D. SPECIAL CONDITIONS FOR NON-FEDERAL PROJECTS**

1.0 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.

- A. Airport operations take precedence over all other operations when on the **Airport Operations Area (AOA)**. 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.

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.

2.0 PROJECT SPECIFIC SPECIAL CONDITIONS – [INSERT HERE IF APPLICABLE]

3.0 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 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.

#### 4.0 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.

## E. INDEMNIFICATION AND INSURANCE

### 1.0 INDEMNIFICATION.

- 1.1 Section 3.18.1 of the General Conditions (AIA Document A201 2007) is superseded and replaced by Section 1.2 below.
- 1.2 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 2.2.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.

### 2.0 INSURANCE

- 2.1 Section 11.1 (Contractor's Liability Insurance), Section 11.2 (Owner's Liability Insurance) and 11.3 (Property Insurance) of the General Conditions (AIA Document A201 2007) are superseded and replaced by Sections 2.2 through 2.10 below.
- 2.2 Contractor's Liability Insurance. Prior to the commencement of Work, Contractor, and any 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. 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.
- 2.3 Contractor shall furnish the Owner with certificates of insurance verifying the required coverage. Owner reserves the right to request and receive certified copies of any or all of the policies and endorsements. Failure to maintain the required insurance policies or to provide evidence of renewal is a material breach of contract and shall entitle the Owner to terminate or suspend the Contract.
- 2.4 The insurance policies and coverage limits the Contractor is required to procure and maintain for this Contract include the following:
  - 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 is Five Million Dollars (\$5,000,000). The policy shall be occurrence-based and name the Owner as an additional insured.
- C. Worker's Compensation and Employer's Liability Insurance. Worker's compensation and employer's liability insurance in the amounts and form required by the laws of the State of North Carolina.

- 2.5 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. 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.
- 2.6 The Contractor shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 2.7 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.
- 2.8 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.
- 2.9 Owner's Liability Insurance. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.
- 2.10 Property Insurance. The Owner shall purchase builder's risk insurance for all Projects other than site work and paving projects. When purchased, the Owner's policy carries a deductible of \$2,500 for Projects valued at up to \$15,000,000 and a deductible of \$5,000 for Projects valued at greater than \$15,000,000 but less than \$50,000,000. Notwithstanding the preceding sentence, the deductible for the perils of earthquake and flood is \$25,000, and coverage is limited to \$5,000,000, except in FEMA Flood Zones A or B, where the deductible is \$500,000, and coverage is limited to \$1,000,000. Coverage does not apply to Contractor's tools or equipment. The owner, Contractor, Subcontractors or other entities or persons insured under the Builders Risk hereby mutually release and discharge each other from all claims or liabilities arising from or



caused by fire or other casualty covered by Builder's Risk Insurance. The party submitting the claim under this policy shall be solely responsible for the deductible associated with such claim.

**F. FEDERAL REQUIREMENTS**  
**Applicable to Non-AIP Funded Construction Projects**

**1. GENERAL CIVIL RIGHTS PROVISIONS**

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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.

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

**2. CIVIL RIGHTS – TITLE VI ASSURANCES**

**A. Title VI Solicitation Notice**

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) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

### **4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 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.

**G. 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 \_\_\_\_\_ 202\_\_\_\_  
Signature of Notary \_\_\_\_\_  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

H. 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								
<b>Grand Total</b>				\$	\$	\$	\$	

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 \_\_\_\_\_ 202\_\_\_\_  
 Signature of Notary \_\_\_\_\_  
 of \_\_\_\_\_ County  
 State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

I. **CHANGE ORDER FORM**

DATE: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 CONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 VENDOR NUMBER: \_\_\_\_\_  
 CONTINGENCY AUTHORIZATION 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 preaudited in the manner required by the "Local Government Budget and Fiscal Control Act".

\_\_\_\_\_  
Director of Finance                      Date



**J. CONTINGENCY AUTHORIZATION FORM**

DATE: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 CONTRACTOR NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 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]



**K. DIGITAL CAD STANDARDS FOR AIRPORT PROJECTS (rev. 5.08.2023)**

Contractor shall use and abide by the Airport's CAD standards. Information on applicable standards can be found at [www.cltcadstandards.info](http://www.cltcadstandards.info)

V. **CHARLOTTE BUSINESS INCLUSION PROGRAM**

**1. CHARLOTTE BUSINESS INCLUSION PROGRAM:**

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 diversity, inclusion, and local business opportunities in the City’s contracting and procurement process for Minority-Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises (MWSBEs) located in the CSA, Charlotte Combined Statistical Area\*.

A complete list of City of Charlotte certified Small Business Enterprises (SBEs) and City of Charlotte registered Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) (SBE, MBE, and WBE, collectively MWSBE) is available on the City’s website at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)

\* The Charlotte CSA consists of the following 13 counties:

In NC: Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union

In SC: Chester, Lancaster, and York

MBE, WBE, and SBE references throughout this document and CBI Forms 1-6 may refer to Subcontracting Goal. The information in the Subcontracting Goal box above will supersede any general references in this document.

The SBE Goal established for this project can only be met with City of Charlotte certified SBEs.

The MBE or WBE Goal established for this project can only be met with City of Charlotte registered MBEs or WBEs that have been certified as a Historically Underutilized Business by the State of North Carolina.

**2. 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](http://www.charlottebusinessinclusion.com)

Mail: Charlotte Business INclusion Office  
600 East Fourth Street, 9<sup>th</sup> 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.

**1. SUBCONTRACTING GOALS:**

You must submit your proposed MBE, WBE, or SBE utilization for this Contract on CBI Form 3 (Subcontractor/Supplier Utilization Commitment Form) listing all subcontractors and suppliers that will be providing goods or services.

MBE or WBE established Goals can only be met with the City of Charlotte registered MBEs and WBEs that have been certified as a Historically Underutilized Business by the State of North Carolina.

SBE established Goals for this project can only be met with City of Charlotte certified SBEs.

CBI Form 3 MUST be submitted at the time of bid. Failure to submit CBI Form 3 at the time of bid opening shall constitute grounds for rejecting the Bid.

Bidders must state the projected dollar amount for each MBE, WBE or SBE firm listed on their CBI Form 3 and indicate the total dollar value of participation for the contract. In the event the bidder has no MWSBE 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 towards the established Subcontracting Goal that:

- a. Is listed on CBI Form 3 submitted at bid opening and; 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 Section 3 of the CBI Policy.

NOTE: MWSBEs listed on CBI Form 3 must be actively certified/registered with the City of Charlotte as of bid date and must be performing a Commercially Useful Function as defined in Part A of the CBI Policy.

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

The established Subcontracting Goal will represent the total dollars to be spent with MBEs, WBEs, or SBEs as a portion of the total bid amount, which includes Contingency and excludes Allowances. The MBE, WBE, or SBE percentage will be rounded to two decimal places. As an example, if the MBE 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 established Subcontracting Goal for this Contract will apply to the total contract amount, including Contingency, selected Alternates, and excluding Allowances ("Total Contract Amount"). If a low Bidder would meet the established Subcontracting Goal on the base bid amount, but would not meet the established Subcontracting Goal for the Alternates selected by the City, the Bidder will have three (3) days after the City notifies it of its low bid status to secure enough additional participation to meet the established Subcontracting Goal calculated on the Total Contract Amount. The low 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 MBE, WBE, or SBE Goal that was set, the bidder will have to earn the minimum GFE points for MBEs, WBEs, or SBEs.

If the Bidder fails to meet the MBE, WBE, or 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 MWSBE subcontractor/supplier identified on CBI Form 3 (and CBI Form 3A, if applicable) within three (3) Business Days after the City requests it.

### **3. CBI CONTRACT PROVISIONS:**

The following provisions are incorporated into any Contract that may result from this solicitation.

Charlotte Business INclusion. The City has adopted a Charlotte Business INclusion Policy (“CBI Policy”), which is posted on the City’s website and available in hard copy form upon request to the City.

The parties agree that:

- I. 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
- II. 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
- III. 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
- IV. 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
- V. 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.
- VI. 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.
- VII. 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
- VI. 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 damages if the

Contractor violates the CBI Policy 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 Contractor 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:

- I. Failure to Meet Committed Subcontracting Goal. If the City determines upon completion or termination of a Contract that the Contractor did not meet a Committed Subcontracting Goal and that such failure is not otherwise excused under Part D of the CBI Policy, the City may assess the lesser of: (a) \$200,000 or (b) the dollar difference between the Committed Subcontracting Goal that was missed and the Contractor's actual utilization toward that Goal. Such amount may be assessed when it becomes apparent that it will not be possible for the Contractor to achieve the Committed Subcontracting Goal.
- II. Use of a Conduit. If the Contractor lists a MWSBE to receive credit towards a Committed Subcontracting Goal with knowledge that the MWSBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City may assess the lesser of: (a) \$100,000 per incident; or (b) the dollar amount the Contractor indicated that it would pay such MWSBE in the MWSBE's contract (or if no contract has been signed, the MWSBE's Letter of Intent).
- III. Wrongful Termination or Replacement of MWSBE. If the Contractor terminates or replaces a MWSBE in violation of the CBI Policy, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the work remaining to be performed by the terminated MWSBE at the time it was terminated (or if the MWSBE was not terminated because it was never retained, then the dollar amount that the Contractor indicated it would pay the MWSBE in the MWSBE's Letter of Intent).
- IV. Failure to Comply with CBI Policy Following Termination or Withdrawal of a MWSBE. If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in replacing a MWSBE that is terminated or withdraws from work on a project, the City may assess the lesser of: (a) \$50,000 per incident or (b) the dollar amount of the work remaining to be performed by the MWSBE that withdrew or was terminated at the time of the termination or withdrawal.
- V. Failure to Comply with CBI Policy to Add New Subcontractors. If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in adding new subcontractors to a Contract, or when the scope of work of a Contract changes so as to create a new MWSBE subcontracting opportunity, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the new or additional work.
- VI. False Statements and Misrepresentations. If the Contractor makes a false statement or material misrepresentation or material misleading omission regarding any matter relevant to the CBI Policy (including but not limited to information relating to good faith efforts, MWSBE utilization, SBE certification/MWBE registration, or payments to MWSBEs), the City may assess the lesser of: (a) \$50,000 per incident; or (b) if the misrepresentation relates to payment, the dollar difference between what the Contractor represented and the truth.
- VII. 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 Policy within the time period set forth therein, the City may assess \$40 per day for each day that such report, documentation or written submission is overdue.
  
- VIII. Seeking Credit for Use of An Affiliate to Meet the Committed Subcontracting Goal. If the City finds a violation of Part D, Section 3 of the CBI Policy due to a Contractor seeking credit for utilizing a MWSBE



that the City determines to be an Affiliate, the City may assess the lesser of: (a) \$75,000 per incident or (b) the dollar amount the Contractor counted towards its Committed Subcontracting Goal for that MWSBE.

**4. CBI FORMS:**

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

Document	Document Description	Submission Requirements
<p><b>CBI Form 1</b> Intent to Self-Perform</p>	<p>Intent to self-perform <i>all</i> 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.</p>	<p>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 <b>and</b> can provide sufficient documentation for confirmation.</p>
<p><b>CBI Form 2</b> Solicitation Form</p>	<p>Identifies any MWSBE firms that the Bidder/Proposer contacted during the bid solicitation period.</p>	<p><b>Not required at time of bid opening.</b> This form is only required when Bidder/Proposer did not meet the established MWSBE goal(s) as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.</p>
<p><b>CBI Form 2A</b> Good Faith Negotiation Form</p>	<p>Bidders must submit a completed CBI Form 2A for each MWSBE who bid the project and was ultimately not selected by the Bidder to participate on the Contract.</p>	<p><b>Not required at time of bid opening.</b> This form is only required when Bidder/Proposer did not meet the established MWSBE goal(s) as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.</p>
<p><b>CBI Form 3</b> Utilization Commitment</p>	<p>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 MWSBEs and non-MWSBEs.</p>	<p><b>Must be submitted with Bid/Proposal Package.</b></p>
<p><b>CBI Form 3A</b> Utilization Commitment-Alternate</p>	<p>Identifies additional MWSBE participation commitments made after bid opening when there are accepted alternates.</p>	<p>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.</p>

<b>CBI Form 4</b> Letter of Intent	Bidders must submit an executed Letter of Intent with each separate MSBE firm listed on CBI Form 3.	To be submitted by successful Bidder <b>after</b> bid opening.
<b>CBI Form 5</b> 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	<b>Not required at time of bid opening.</b> This form is only required when Bidder/Proposer did not meet the established MWSBE goal(s) as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.
<b>CBI Form 6</b> Payment Affidavit	Contractor shall provide a payment affidavit showing payments made to all subcontractors, suppliers, manufacturers, brokers, and members of a joint venture in connection with the Contract (MSBEs and non-MSBEs)	Upon award of Contract, Form 6 should be included with each pay request submitted to the City. List <b>ALL</b> subcontractors (MWSBEs and non-MWSBEs)

All CBI Forms and a full list of MWSBE vendors are available on-line at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com)

All CBI Forms and additional CBI information are available at [cltairport.com](http://cltairport.com) – “Doing Business With CLT” – “Business Diversity Programs” – “CBI Program”. Please make sure you review and are familiar with this additional information.

**VI. AIRPORT SECURITY REQUIREMENTS**

**A. SECURITY PROGRAM**

- A. The Airport has been secured to prevent unauthorized access into the Security Identification Display Area (SIDA). Contractor shall cooperate to the fullest extent with the Aviation Department to maintain the integrity of the SIDA.
- B. Construction Security Requirements. In order to comply with the Aviation Department's 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), and other rules, regulations and requirements as established by the Aviation Director. The Contractor shall keep informed as to current requirements, and shall remain current throughout the contract. Exact requirements may vary, but, in general, the requirements are as follows:
1. If a Contractor performs Work on the AOA, a Security Identification Display Area Badge must be obtained. The following steps must be followed:
    - a. The Contractor requesting badges at the Airport shall submit to the Airport Security Office a Compliance Agreement and Authorized Signature Letter on company letterhead a signature letter, listing those personnel authorized to sign requests for identification badges along with a sample of each signature. **The Contractor may not designate more than four signatories.** The signature on the badge request form certifies that the employer accepts responsibility for all badge holders they sponsor to include subcontractors and suppliers.
    - b. The badge application packet includes a list of disqualifying crimes. **Each applicant must review this list of disqualifying crimes.** In the ten (10) year period ending on the date of investigation or fingerprint check, if the individual was convicted (or found not guilty by reason of insanity) of any of these crimes, the applicant cannot be given unescorted access privileges.
    - c. Prior to the issuance of a SIDA Badge, each eligible applicant's fingerprints will be taken and transmitted electronically to the FBI for a criminal history records check. In addition, each person designated as an **authorized signatory** must be fingerprinted and have a criminal history records check conducted. Whenever fingerprinting is conducted for any one employee, another badged employee from the same company must be present as a witness. The Contractor shall submit a completed SIDA Badge Request form **for each of their employees, subcontractor's employees, and suppliers, to the Owner prior to fingerprinting of employees.**
    - d. The SIDA Badge package shall include the Authorization Letter and Notice of Upcoming Contract forms shall be submitted to the Owner as follows:

Charlotte Douglas International Airport  
Attn: Planning and Development - Aviation Department  
Post Office Box 19066  
Charlotte, NC 28208
    - f. Upon receipt of notification from the FBI that the applicant has not been convicted of any of the disqualifying crimes and has passed a Security Threat Assessment, a SIDA Badge will be issued, giving the applicant unescorted access privileges at Charlotte/Douglas International Airport.

2. The Contractor shall mark each of his vehicles and his/her subcontractor's vehicles and pieces of equipment with a company name or logo on the sides of the vehicles and equipment. (For the purpose of this specification, a vehicle shall be defined as any device, including cars, trucks, buses or other conveyances, which is required to carry a state license tag. All other devices, which are primarily used in construction activities, will be classified as 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.**
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.
5. The Contractor shall allow only persons with the required identification badge issued by the Aviation Department passage into the SIDA through project access points. Should the Contractor wish to allow visitors, vendors, or delivery vehicles through project access points, he shall provide an escort for each person or vehicle. The Contractor will be subject to a fine of up to \$25,000 for any unauthorized entry that occurs at an access point while it is under his/her control.
6. All vehicles must display and use a rotating amber-colored beacon while operating within the AOA.
7. Any of the Contractor's employees, subcontractors, or suppliers who are within the SIDA must have an identification badge issued by the Aviation Department. In an effort to ensure this requirement is observed, the Contractor will be liable for an assessment of \$100 for each and every occurrence of any of his employees, subcontractors, or suppliers within the SIDA without said badge. This assessment will be deducted from monies owed the Contractor under this contract by the Owner.
8. If for any reason an identification badge is lost or stolen and must be replaced, the Contractor will be charged a fee of \$50, \$100 and \$150 for the first, second and third occurrence respectively for each replaced badge for any of his employees, subcontractors, or suppliers. Airport Operations must be notified immediately when a badge is lost or stolen. Also, if a 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 of \$10.00 for this exchange.
9. Upon completion of the project, all identification badges obtained by the Contractor's employees, subcontractors, or suppliers must be returned to the Aviation Department. The Contractor will be assessed \$100.00 for each badge not returned. This assessment will be deducted from monies owed the Contractor under this contract at the time of final payment.
10. In the event a Contractor's badged employee sees another employee on the AOA with no visible badge and does not know the person (not part of his/her team or project member), **he/she must challenge the person** by asking the person to present his/her badge. If the unknown person is unable to present a badge, **it is the responsibility of the badged person to report** this to the Airport

Operations staff. Airport Operations can be reached by calling 359-4012. If the badged person does not have access to some form of communication, then we ask that they 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.

## B. AIRPORT BADGING REQUIREMENTS

The Airport badging process requires submittal of the following five forms:

1. Compliance Agreement
2. Authorized Signature Letter
3. Criminal History Records Check (CHRC) / Security Threat Assessment (STA) Request form – Employee Form
4. CHRC/STA – Employer Form
5. Badge Request Form
6. Key Request Form

The current versions of these forms are available on the Airport's website at [operations.charlotteairport.com](http://operations.charlotteairport.com). Each of these forms must be typed or completed on a computer. These instructions provide an overview of the requirements for each form; applicants are strongly encouraged to visit the website for additional information on the badging process and the completion of these forms.

**1. COMPLIANCE AGREEMENT:** The Airport requires any organization requesting badges to complete and return to Airport Operations a Compliance Agreement stating that the organization understands and agrees to abide by all regulations governing unescorted access to the restricted areas of the Airport. These regulations are summarized on the form. This form must be completed (typed), signed by a legal representative of the Contractor, and returned.

**2. AUTHORIZED SIGNATURE LETTER:** The Authorized Signature Letter must be typed on company letterhead. Each person named as an authorized signature must place their signature besides their printed name. Each person listed on the letter will have the authority to request criminal history records (fingerprints), ID badges and access media for that organization. All employees designated as authorized signers must have a criminal history records check conducted prior to being allowed to sign for employees. This letter must be dated and signed by someone who can legally represent the organization.

**3. CHRC / STA FORMS:** These forms authorize the Airport to conduct a criminal history records check. It is the responsibility of the employer to make sure the employee completes and submits the CHRC/STA Employee form. Each employee must carefully review the list of disqualifying criminal offenses and respond accordingly. The employee must sign and date the completed form. The employer must fill out the CHRC/STA Employer form. For companies that are subject to **TSR 1542**, the identity of the applicant must be verified at the time the fingerprints are obtained, using two forms of identification; one of which is a photo ID. Both the originals and copies must be presented at the time of fingerprinting. Forms of valid identification are: U.S. Passport, Driver's License, Social Security Card, State ID Card, Employment Authorization Card, I-94 Form, Non-Immigrant Visa, Birth Certificate, or Naturalization Certificate.

**4. BADGE REQUEST FORM:** This form authorizes the issuance of the airport identification badge. This form is completed when the employer is notified the criminal history records revealed **NO RECORD** for the employee. When the employee presents this form, properly filled out and signed by an authorized signature, the SIDA training will be conducted and identification badge will be issued.

**5. Key Request Form:** This form must be submitted if an employer requires key access to specific areas of the Airport. As stated on the form, only employees identified on the Authorized Signature Letter may request Airport keys.

### C. CONSTRUCTION GATE SECURITY PROCEDURES

The following will be used to train all Contractor employees in the proper procedures for construction gate security at Charlotte Douglas International Airport.

A copy of these procedures will be provided to all Contractor supervisors and reviewed at the weekly safety meeting. A copy will also be attached to the gate guard clipboard with the current stop list attached.

#### ***Contractor Responsibilities:***

1. A Salaried Supervisor is required to be on site at all times during work hours: "Shift Supervisor".
2. Shift Supervisor is responsible for Airport Security as it relates to the construction operation.
3. Shift Supervisor is responsible for the performance of the Gate Guard.
4. Gate Guard and All Craft Supervision (Foreman) can specifically name each days "Shift Supervisor".
5. Shift Supervisor's name and phone number will be emailed to Airport Operations daily.
6. Shift Supervisor will ensure the Stop List is up to date (less than one week old).
7. Shift Supervisor will brief all gate guards before they man each shift.
8. Shift Supervisor will regularly monitor the performance and wellbeing of the Gate Guard (no less than 5 times each day) example: beginning and end of shift, when relieved for their lunch break or replaced by another employee and two other times when entering or exiting the site.

#### ***Gate Guard Mandatory Procedures:***

1. A gate guard must be present at all times that the gate is "unlocked". No exceptions.
2. The gate guard must be within 30 feet of the gate at all times. no exceptions.
3. All vehicles are required to stop at the gate. No exceptions.
4. All occupants of the vehicles are required to present their badge or id for inspection each time they approach the gate. No exceptions
5. All drivers and all occupants must be checked against the stop list each time they enter. No exceptions.
6. All vehicles must be inspected each time it arrives at the gate. *Exceptions, emergency vehicles, police, fire & clt logo vehicles.*
7. If the gate guard must leave the gate (bathroom, escort, water break, talk to a supervisor) and a qualified replacement is not available the gate must be locked.
8. Look into the interior of all vehicles,
9. Have dump trucks drivers open the door so you can see inside.
10. Look into the bed of all pickup trucks, and visually inspect tool boxes
11. Dump truck beds do not need to be inspected.
12. At the beginning of shift and whenever a new truck driver shows up on site the driver will be notified that they will be required to stop at the gate, show their ID and open the door to allow for a visual inspection of the vehicle each time they enter the site.
13. If traffic is entering or departing the gate on a regular basis and a gate guard is present the gate can remain open.
14. If a gate guard is present and no traffic enters or departs for more than 10 minutes the gate shall be closed and locked.
15. Whenever a gate guard is not present the gate shall remain closed and locked.



## **VII. TECHNICAL SPECIFICATIONS**

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



# Charlotte·Douglas

INTERNATIONAL AIRPORT

SPECIFICATIONS FOR  
ROOF REPLACEMENT  
CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT  
CARGO BUILDING  
4900 WEST BOULEVARD  
CHARLOTTE, NC

FEBRUARY 26, 2024

Project No. FH166325

**ISSUED FOR BIDDING  
(NOT FOR CONSTRUCTION)**

Explore with us

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**SECTION 01100 – SUMMARY OF WORK****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Charlotte Douglas International Airport, Cargo Building, 4900 West Boulevard, Charlotte, NC, Roof Replacement Project Manual (provided by Owner under separate cover).

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Identification: Project consists of roof replacement on Areas A and B of the Cargo Building at 4900 West Boulevard, Charlotte, NC for Charlotte Douglas International Airport, Charlotte, North Carolina.
- B. Project Location: 4900 West Boulevard, Charlotte, North Carolina 28208.
- C. Project Owner: The City of Charlotte.
- D. The terms "Architect" and "Engineer" used in the contract documents are that individual, partnership, or corporation engaged by the Owner for the preparation of certain of the Contract Documents, and referred to in the Contract Documents. The "Architect" or "Engineer" may, however, be an Architect, Architect-Engineer, Engineer or other design professional authorized by the Owner to perform such functions and the terms are interchangeable.
- E. Engineer Identification: The Owner has elected to designate Terracon Consultants, Inc., 2701 Westport Road, Charlotte, North Carolina 28208 as Engineer for this Project.
- F. Furnish all labor, materials, tools, equipment, devices, appliances, utilities, transportation, and other facilities and services necessary to accomplish the work described in these specifications.
- G. Work under the Base Bid on Areas A and B generally includes the following:
  - 1. Complete removal of all existing gravel surfaced built-up roofing, insulation, flashings, metal flashings, gutters and downspouts; and the installation of new insulation, cover board, 60 mil TPO membrane roofing, flashings, metal flashings, gutters, downspouts and all associated miscellaneous work as specified herein.

**1.3 DESCRIPTION OF EXISTING ROOF SYSTEM**

- A. Information in this Section is provided only to establish general description and is not necessarily exact. The Contractor shall be responsible for becoming satisfied as to the existing conditions, size of the roof, and adjacent areas, etc. before preparation and submission of bid. Receipt of bid will be considered evidence Contractor has inspected project or otherwise become satisfied on all details relating to the work.
  - 1. Existing roof system generally consists of the following components:

- a. 1-1/2 inch deep metal deck;
  - b. 1-1/2 inch layer of mineral perlite insulation adhered with asphalt to deck on Area A and 1-1/2 inch polyisocyanurate insulation adhered with asphalt to deck on Area B;
  - c. Gravel surfaced fiber glass felt and asphalt built-up roofing membrane.
- B. Slope of existing system is in the structure and is generally 1/8 inch per foot.
- C. Base flashing consists of reinforced asbestos at air conditioning unit.
- D. Base flashing consists of reinforced fiberglass at parapets.
- E. Aluminum roof coating over base flashings and at vents contain asbestos.
- F. Metals consist of prefinished metal and galvanized steel.
- G. Expansion joint cover is flexible membrane.
- H. Height of roof is approximately 16 feet above ground level.
- I. Total roof area is approximately 17,600 square feet total for Areas A and B.
- J. Drainage is to external gutters and downspouts.
- K. Contractor shall be responsible to document all existing damage to facility prior to beginning work and producing documentation acceptable to Engineer prior to starting work. Damage discovered during the project which was not documented and which is not clearly the responsibility of the Contractor. Documentation may be in the form of written statements and/or drawings but must also be supported by photographs and/or video tape supplied by Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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**SECTION 01210 – ALLOWANCES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices."
  - 2. Division 6 Section "Rough Carpentry."
  - 3. Division 7 Section "Roofing Preparation."

**1.3 ALLOWANCES PROCEDURES**

- A. **Prior to the conclusion of the project, credit the amount of unused allowances to owner by Change Order.**
- B. **Deductive amounts of unit price work included in the contract Sum will be calculated at 100% of the quoted unit price.**

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION****3.1 UNIT PRICE ALLOWANCES SCHEDULE**

- A. Include the following unit price allowances in the Contract Sum:
  - 1. Allowance No. 1: Wire brush and paint 2000 square feet of deteriorated metal decking.
  - 2. Allowance No. 2: Wire brush, paint and plate 100 square feet of deteriorated metal decking.
  - 3. Allowance No. 3: Replace 200 square feet of deteriorated metal decking.
  - 4. Allowance No. 4: Install 940 fasteners at loose metal deck side laps.
  - 5. Allowance No. 5: Install 100 fasteners to secure metal deck to existing framing members.
  - 6. Allowance No. 6: Replace 100 board feet of damaged or deteriorated wood blocking.

**END OF SECTION 01210**

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**SECTION 01270 – UNIT PRICES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Applicable Divisions are provided in Part 3 – Execution.

**1.3 DEFINITIONS**

- A. Include in unit prices all necessary material, plus cost of delivery, installation, insurance, taxes, overhead and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.
- E. Contractor shall maintain a daily log showing dates, location and exact quantities of unit price work. Copies of log and appropriate change order forms shall be submitted with each application for payment unless no unit price work is accomplished during the period covered by the application

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION****3.1 LIST OF UNIT PRICES**

- A. Unit Price No. 1 – Repair rusted metal deck:
  - 1. Description: Wire brush and paint rusted metal deck according to Division 7 Section "Reroofing Preparation."
  - 2. Unit of Measurement: Per square foot.

- B. Unit Price No. 2 – Repair deteriorated metal deck.
1. Description: Description: Wire brush, paint and plate deteriorated metal deck according to Division 7 Section “Reroofing Preparations.”
  2. Unit of Measurement: Per square foot.
- C. Unit Price No. 3 – Replace metal deck:
1. Description: Replace damaged or deteriorated metal deck according to Division 7 Section “Reroofing Preparation.”
  2. Unit of Measurement: Per square foot.
- D. Unit Price No. 4 – Secure metal deck side laps:
1. Description: Secure existing metal deck side laps according to Division 7 Section “Reroofing Preparation.”
  2. Unit of Measurement: Per fastener.
- E. Unit Price No. 5 – Secure metal deck to structural framing:
1. Description: Secure existing metal deck to structural members according to Division 7 Section “Reroofing Preparation.”
  2. Unit of Measurement: Per fastener.
- F. Unit Price No. 6: Replace wood blocking:
1. Description: Replace damaged or deteriorated wood blocking according to Division 6 Section “Rough Carpentry.”
  2. Unit of Measurement: Per board foot.

END OF SECTION 01270



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**SECTION 01400 – QUALITY CONTROL****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 CONTRACTOR EMPLOYEES**

- A. None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses or neglects to obey the instructions in anything relating to this work, or who appear to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of the Owner be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the Contract and re-let the work.
- B. All Contractor personnel shall wear identification badges at all times, if required by the Owner. Contractor must submit list of crew members prior to start of work.

**1.3 JOB SUPERINTENDENT**

- A. For the purposes of these Specifications, the designation of “superintendent” is hereby defined as the individual present on the job site at all times work is being performed and whose primary responsibility is to supervise and direct the performance of the work.
- B. The superintendent shall not be changed except with the consent of the Owner and Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employment.
- C. The superintendent shall be in attendance at the project site at all times during the progress of the work and his duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen without engaging in the work process. Should the superintendent be absent temporarily from the project at any time, he shall designate a competent foreman to assume his duties. During the superintendent’s absence, the foreman shall not engage in the work process but shall supervise and instruct only. Likewise, any communications given to the foreman shall be as binding as if given to the Contractor.
- D. The superintendent shall have had a minimum of five (5) years continuous experience as a job superintendent on projects of similar size and scope.
- E. Superintendent must be English speaking who can communicate fluently and effectively with non-English speaking crew members. Owner and/or Engineer reserves the right to postpone work if deemed necessary. Superintendent must be accessible by cell phone at all times.
- F. Superintendent shall keep one set of the contract documents and all safety data sheets on the job site at all times.

#### 1.4 INSPECTION

- A. Owner will provide inspection during the work. Such inspection may be periodic or daily.
- B. The words “supervise” and “inspect” wherever used herein in connection with the duties or activity of the Engineer shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this Contract. The Engineer shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.
- C. No Construction Monitor shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Construction Monitor or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.
- D. Work found to be in violation of specifications or not in accordance with established workmanship practices and standards will be subject to complete removal and proper replacement with new materials at Contractor’s expense.
- E. Remove materials stored on site which are marked by the Inspector, Engineer or Owner as not meeting the requirements of the contract documents.
- F. Failure of Owner or Engineer to discover or reject defective work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof, nor a waiver of Owner’s rights to Contractor’s compliance with the Contract or performance of the work, or any part thereof. No partial or final payment, or partial or entire occupancy, by Owner shall be deemed to be an acceptance or work or of material which is not strictly in accordance with the Contract, nor shall it be deemed to be a waiver by Owner of any of Owner’s rights pursuant to this Contract or otherwise.

#### 1.5 SUBCONTRACTORS

- A. Use of Subcontractors to accomplish such miscellaneous or associated work as structural modifications, plumbing, relocation of conduit, service piping and/or HVAC equipment, etc. is permitted. Do not subcontract any part of the roofing work specified herein without the prior written consent of the Owner.

#### 1.6 PRE-CONSTRUCTION CONFERENCE

- A. Prior to the start of work there shall be a conference attended by the Contractor, the representative of the Owner, and other parties who may be designated by the Owner, to be convened at the work site for the purpose of reviewing the specifications and job conditions and resolving any questions then arising.

#### 1.7 MANUFACTURER’S INSPECTIONS

- A. A technical representative of the roof system manufacturer shall conduct periodic inspections during the course of work. The representative shall prepare a written report for each inspection and shall promptly provide a copy of each report to the Owner, Contractor and Engineer. Each report shall note any deficiencies the representative observes which require correction. A minimum of two (2) inspections is required for this project including a final inspection after contractor has completed installation of all roof system components.

All inspections shall be coordinated by the contractor and give notification to the Owner and Engineer 48 hours prior to proposed inspection by the technical representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

## SECTION 01500 - TEMPORARY FACILITIES, CONTROLS AND PROTECTION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes requirements for temporary facilities, controls, protection and disconnects, including temporary utilities, support facilities, and security facilities.

## 1.3 SUBMITTALS

- A. Submit plans for work for approval prior to starting work so that, if necessary, inside operations can be coordinated with the work.

## 1.4 TEMPORARY UTILITIES

- A. Water Service: Use water from Owner's existing water system without metering and without payment of use charges.
- B. Electric Power Service: Use electric power from Owner's existing system without metering and without payment of use charges.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities and drinking-water fixtures. Locate at sites approved by the Owner. Facilities in existing buildings are off-limits.

## 1.5 TOBACCO PRODUCTS/FIREARMS

- A. Tobacco products are not allowed on site. Enforce the tobacco policy of the Owner with regard to Contractor's personnel. Non-compliance by any of Contractor's personnel will be justification for removal of those individuals from this project.
- B. Firearms are not allowed on site. Enforce the firearms policy of the Owner with regard to Contractor's personnel. Non-compliance by any of Contractor's personnel will be justification for removal of those individuals from this project.

## 1.6 PROTECTION OF BUILDINGS AND PROPERTY

- A. Note that building will remain occupied during work. Take all precautions necessary to protect building, contents, staff and students from damage or injury from operations and from water entry into the building during construction. Keep dust and dirt to a minimum.
- B. At the conclusion of each day's work, carefully inspect work including temporary daily tie-offs to ensure system is completely water-tight, all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations.

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- C. On normal workdays when no work is accomplished due to inclement weather or other reasons, visit the site no later than normal start time and verify that the systems are completely water-tight, all stored materials are suitably protected from the weather and all equipment is stored in such a manner as not to interfere with facility operations. Be prepared to implement emergency repairs as necessary to prevent leakage into the facility.
  - D. Prior to starting work, obtain approval from Owner for locations of work operations at ground level, such as material storage, hoisting, dumping, etc. Restrict work to approved locations
  - E. Prevent any work which could reasonable be deemed to be hazardous from taking place over or adjacent to occupied areas. Coordinate with the Owner the vacating of such affected areas of all occupants and give the Owner adequate notice to allow time to comply. Post a watchman inside the building in the affected area(s) at all times during the work to ensure no one enters or remains in the affected area(s).
  - F. Remove debris and other material from the site in a timely manner to minimize accumulation.
  - G. Owner reserves the right to judge whether or not debris is being removed in a timely manner. In the event debris is not removed from the site as required to maintain the site in a manner acceptable to the Owner, the Owner reserves the right to engage other contractor(s) or its own forces to clean the areas and deduct costs of such operations from this Contract.
  - H. Protect grounds and landscaping from damage. In the event of damage, restore damaged property to a condition equivalent to that at time of start of operations.
  - I. Document all existing damage to facility prior to beginning work and produce documentation acceptable to Engineer and Owner prior to starting work. Damage discovered during the project which was not documented and which is not clearly the responsibility of others may be presumed by the Engineer and Owner as the responsibility of the Contractor. Documentation may be in the form of written statements and/or drawings but must also be supported with photographs and/or video tape supplied by the Contractor.
  - J. Isolate equipment from non-Contractor personnel by whatever means necessary, including the construction of a six-foot tall chain link fence (which completely surrounds the equipment and personnel necessary to maintain the equipment) with integral lockable gate. Owner reserves the right to judge adequacy of Contractor's methods to isolate equipment and may, at any time, demand construction of the fence as compliance with this requirement. Should the Owner demand the construction of the fence, such shall be accomplished at no additional cost to the Owner.
  - K. Before moving equipment or materials over a roof, the Contractor and any of their agents must protect the roof from damage during all work. Movement of equipment and materials without roof protection shall be cause for the Owner or Architect/Engineer to stop work until protection is provided and/or any damage is corrected.
  - L. Implement related safety provisions imposed by local fire marshals, etc. Determine what procedures will be acceptable prior to submitting a bid or proposal.
  - M. Initiate, maintain and supervise all safety precautions and programs in connection with the work. Take all necessary precautions for the safety of, and provide the necessary precautions to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.
2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. Comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Remedy all damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

#### 1.7 DISCONNECTS

- A. In the event it is necessary to disconnect any electrical wiring or connections, plumbing or gas lines or other building services, notify the Owner. Do not disconnect or connect services unless authorized in writing by Owner.
- B. Include in the Base Bid all costs required for modification of existing service piping and wiring required in connection with the lifting, removal or relocation of roof-mounted equipment.
- C. All associated work is to be accomplished by appropriately licensed personnel in accordance with all applicable codes and regulations.
- D. All costs for disconnections and/or connections shall be included in the Base Bid.

#### 1.8 USE OF PREMISES

- A. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Owner Occupancy: Allow for customer and employee occupancy of Project site and use by the general public.
  2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
    - c. A storage and staging area will be designated at the rear of the facility and further clarified during the preconstruction/work conference.
  3. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- B. Use of Existing Building: Repair damage caused by construction operations. Protect building and its occupants during construction period.

- C. Access to the roof shall be by exterior only. Access to building interior will not be permitted unless authorized by Owner.

1.9 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01500

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**SECTION 01600 – PRODUCT STORAGE AND HANDLING REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 STORAGE**

- A. Materials stored off the site, shall be stored in a bonded warehouse and shall be clearly marked as being for this project. Pay Applications that include amounts for stored materials shall be accompanied by the Supplier's invoices, or other indications of the value of the stored materials, satisfactory to the Owner.
- B. Deliver all materials to site in original containers bearing manufacturers' name and type of material. All materials used in roof membrane must have appropriate UNDERWRITERS' LABORATORIES, INC. labels.
- C. Supply and keep all materials dry at all times prior to application.
- D. Store all insulation, sheet metal, lumber/plywood and roofing in dry, covered storage, on platforms, with weatherproof coverings, or in trailers or other approved weather proof enclosures. Coverings shall be waterproof breathable type material such as heavy canvas. Manufacturer's shipping wrappers are not sufficient. Materials which are not stored under specified covers are subject to removal from the site at Engineer's or Owner's discretion.
- E. Store all roll goods on end on clean floors or platforms. Do not use flattened rolls or rolls with ends damaged.
- F. Materials which, in the opinion of the Engineer, have been prematurely exposed to the weather are subject to immediate removal by the contractor and replaced with new materials at contractor's expense. Engineer may, at Engineer's option, mark such materials with paint or other indelible materials while they remain on-site.
- G. Store sealant and other materials in dry, cool storage. Partially used containers shall have sealed lids to prevent escape of solvents.
- H. Store solvent bearing materials in dry, cool storage and keep lids tight on partially used containers to prevent escape of solvents.
- I. Store all emulsions in dry storage at temperatures above 40°F.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)****END OF SECTION 01600**



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**SECTION 01732 – SELECTIVE DEMOLITION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Pollution controls.
  - 2. Removals.
  - 3. Connects and disconnects.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 01100 – General Requirements
  - 2. Section 06100 – Rough Carpentry
  - 3. Section 07540 – Thermoplastic Membrane Roofing

**1.3 DEFINITIONS**

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

**1.4 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site.

**1.5 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. All work is to be performed by qualified tradesmen.

## 1.6 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

## PART 2 - PRODUCTS – (Not Used)

## PART 3 - EXECUTION

### 3.1 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by removal operations. Return adjacent areas to condition existing before start of selective demolition.

### 3.2 REMOVALS

- A. Carefully relocate all electrical, co-axial, telephone, antennas, fiber optic, intercom and miscellaneous wires, cables, gas lines, etc. as required to accomplish work specified herein. Such relocation is to be accomplished without interrupting the service provided by these lines except as specifically authorized by the Owner. Contractor is responsible to become familiar with each line and the level of precaution necessary to relocate them or work around them. Upon completion of work, Contractor must relocate lines to their original positions and secure them as originally secured unless indicated otherwise in these specifications or on the project drawings.
- B. Lift or remove all existing equipment so that existing flashings can be totally removed and new flashings installed.
- C. Remove or correct any obstruction which might interfere with the proper application of new materials.
- D. Remove all existing roofing, roof flashings, roof insulation and excess asphalt on metal deck and discard.
- E. Remove all existing gutters and downspouts and discard.
- F. Remove metal flashings, pitch pans, lead sleeve flashings, vent stacks, hot stack flashing bases and metal rain collars, and other components designated for removal and discard.
- G. Remove all existing hot stack caps and store for reuse. Hot stack caps damaged during removals shall be replaced at no cost to the Owner.

**NOTE: Existing hot stack flue pipes shall remain. Contractor shall take care during roofing operations to not damage existing flue pipes. Flue pipes damaged during removals shall be replaced by Contractor at no cost to the Owner.**

### 3.3 CONNECTS AND DISCONNECTS

- A. In the event it is necessary to disconnect any electrical wiring or connections, plumbing lines, gas lines or other building services, notify the Owner. Contractor shall not disconnect or connect services unless authorized in writing by Owner.
- B. Modification of existing service piping, wiring and duct work required in connection with the lifting, removal or relocation of roof mounted equipment shall be accomplished by this Contractor and is to be included in the Base Bid.
- C. Various lines including, but not necessarily limited to, conduit, telephone wires, coaxial cables, security systems and antenna wires are present on surface of roof areas. Become familiar with the locations, purposes and types of lines present and ensure that all lines are properly protected during the course of the work, remain in service during the course of the work and reposition them in their appropriate places at the conclusion of the work unless specifically indicated otherwise herein or on drawings. Carefully coordinate any activities relating to such lines with the Owner prior to conducting such activities
- D. Review underside of roof deck under roof area for existing systems, electrical conduits, supply lines, etc. and protect systems from damage during the course of work.

END OF SECTION 01732

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**SECTION 01733 – ASBESTOS PRODUCTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes procedural requirements relating to asbestos-containing materials.

**1.3 PROCEDURES**

- A. It is the intention of these Specifications that no asbestos-bearing materials be incorporated into the work and that, unless specifically designated to remain, no existing asbestos-bearing materials incorporated in the existing roof system will remain subsequent to completion of the work. In the event additional hidden or unanticipated asbestos-bearing materials are present in the existing roof system, stop all work in the affected area, notify the Owner and Engineer and provide temporary protection as required. Costs incurred, if any, due to the presence of hidden and/or unanticipated asbestos-bearing materials will be resolved by Change Order to this Contract.
- B. Materials containing asbestos fibers were detected in material samples obtained for asbestos analysis on roof area on which work is specified.
- C. Asbestos Analysis is included at the end of this section.

**1.4 WARRANTY**

- A. Upon completion of the work, and before final payment and/or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacturer and submit, a properly executed Asbestos Free Warranty. Provide Warranty in the form included herein. Ensure forms are signed by a responsible officer of the Contractor, subcontractor, material supplier and equipment manufacturer and are notarized.

**PART 2 - PRODUCTS (Not Used)****PART 3 - EXECUTION (Not Used)**

ASBESTOS FREE WARRANTY

Owner: City of Charlotte

Location of Building: 4900 West Boulevard, Charlotte, North Carolina

Name of Building: Cargo Building

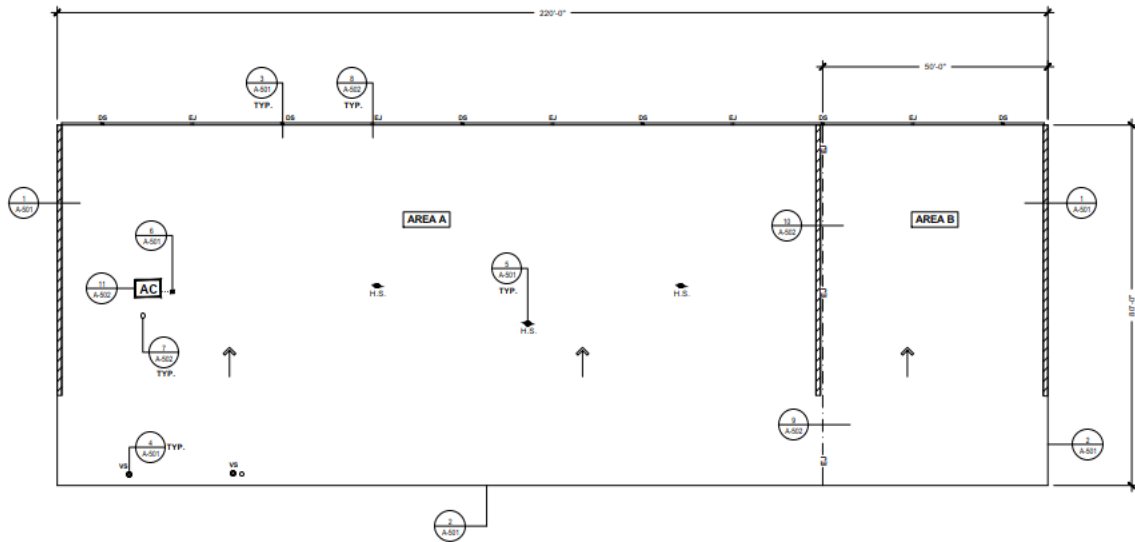
Know all men by these presents that we, \_\_\_\_\_  
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)

having furnished labor, materials, equipment and/or supplies; removed roofing, roof insulation, vapor retarder, flashings and/or miscellaneous roof system components; accomplished certain repairs to existing roof system; installed new roofing, roof insulation vapor retarder, flashing and/or miscellaneous roof system components;

from, to and/or on \_\_\_\_\_ as shown on the roof plan below under  
(Buildings, Roof Areas, etc.)

contract between \_\_\_\_\_ and \_\_\_\_\_  
(Owner and Contractor) (Contractor and/or Subcontractor, Material Supplier or Equipment Supplier)

warrant to Owner with respect to said work that no materials containing asbestos fibers were incorporated into the work, and that, to our knowledge and belief, no materials containing asbestos remain in or are covered by the work.



Exceptions: \_\_\_\_\_  
If there are no exceptions, state "No Exceptions" here

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
Company

\_\_\_\_\_

\_\_\_\_\_  
By

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

## ASBESTOS ANALYSIS

**EMSL Analytical, Inc.**

376 Crompton Street Charlotte, NC 28273  
Tel/Fax: (704) 525-2205 / (704) 525-2382  
<http://www.EMSL.com/charlottelab@emsl.com>

EMSL Order: 411700679

Customer ID: TITA52

Customer PO: FH166325

Project ID:

**Attention:** Alex Manzanarez  
Terracon Consultants, Inc.  
2020 Starita Road  
Suite E  
Charlotte, NC 28206

Project: FH166325 - 4900 West Blvd. - Roof

Phone: (704) 264-9287

Fax: (704) 594-8910

Received Date: 02/01/2017 9:10 AM

Analysis Date: 02/01/2017 - 02/02/2017

Collected Date: 01/31/2017

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1-1-Roofing 411700679-0001	Roof 1 - Roof Membrane	Black Fibrous Homogeneous	<1% Cellulose 15% Glass	5% Ca Carbonate 80% Non-fibrous (Other)	None Detected
1-1-Insulation 411700679-0001A	Roof 1 - Roof Membrane	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1-2-Roofing 411700679-0002	Roof 1 - Roof Membrane	Black Fibrous Homogeneous	<1% Cellulose 15% Glass	5% Ca Carbonate 80% Non-fibrous (Other)	None Detected
1-2-Insulation 411700679-0002A	Roof 1 - Roof Membrane	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1-3-Roofing 411700679-0003	Roof 1 - Roof Membrane	Black Fibrous Heterogeneous	10% Glass	8% Ca Carbonate 82% Non-fibrous (Other)	None Detected
1-3-Insulation 411700679-0003A	Roof 1 - Roof Membrane	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-1-Roofing 411700679-0004	Roof 1 - Silver Roof Flashing	Black Fibrous Homogeneous	10% Glass	5% Quartz 5% Ca Carbonate 80% Non-fibrous (Other)	None Detected
2-1-Silver Paint 411700679-0004A	Roof 1 - Silver Roof Flashing	Silver Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	<1% Chrysotile
2-2-Roofing 411700679-0005	Roof 1 - Silver Roof Flashing	Black Fibrous Homogeneous	10% Glass	5% Quartz 5% Ca Carbonate 80% Non-fibrous (Other)	None Detected
2-2-Silver Paint 411700679-0005A	Roof 1 - Silver Roof Flashing	Silver Fibrous Homogeneous	<1% Wollastonite	100% Non-fibrous (Other)	None Detected
2-3-Roofing 411700679-0006	Roof 1 - Silver Roof Flashing	Black Non-Fibrous Homogeneous	20% Cellulose	70% Non-fibrous (Other)	10% Chrysotile
2-3-Silver Paint 411700679-0006A <i>Possible contamination</i>	Roof 1 - Silver Roof Flashing	Silver Non-Fibrous Homogeneous		5% Ca Carbonate 95% Non-fibrous (Other)	<1% Chrysotile
3-1-Roofing 411700679-0007	Roof 2 - Roof Membrane	Black Fibrous Homogeneous	15% Glass	5% Ca Carbonate 80% Non-fibrous (Other)	None Detected
3-1-Insulation 411700679-0007A	Roof 2 - Roof Membrane	Brown Fibrous Homogeneous	90% Cellulose	10% Perlite	None Detected
3-2-Roofing 411700679-0008	Roof 2 - Roof Membrane	Black Fibrous Homogeneous	15% Glass	5% Ca Carbonate 80% Non-fibrous (Other)	None Detected
3-2-Insulation 411700679-0008A	Roof 2 - Roof Membrane	Brown Fibrous Homogeneous	90% Cellulose	10% Perlite	None Detected

Initial report from: 02/02/2017 13:24:55

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Page 1 of 3

**EMSL Analytical, Inc.**

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EMSL Order: 411700679  
Customer ID: TITA52  
Customer PO: FH166325  
Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3-3-Roofing 411700679-0009	Roof 2 - Roof Membrane	Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
3-3-Insulation 411700679-0009A	Roof 2 - Roof Membrane	Tan Fibrous Homogeneous	85% Cellulose	15% Perlite	None Detected
4-1 411700679-0010	Roof 2 - Silver Vent Caulking	Black/Silver Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-2 411700679-0011	Roof 2 - Silver Vent Caulking	Black/Silver Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-3 411700679-0012	Roof 2 - Silver Vent Caulking	Black/Silver Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-1-Silver Paint 411700679-0013	Roof 2 - Around Vent - Silver Roof Flashing	Silver Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
5-1-Fibrous Layer 411700679-0013A	Roof 2 - Around Vent - Silver Roof Flashing	Black Fibrous Homogeneous	10% Cellulose	5% Ca Carbonate 75% Non-fibrous (Other)	10% Chrysotile
5-1-Cellulose Layer 411700679-0013B	Roof 2 - Around Vent - Silver Roof Flashing	Black Fibrous Homogeneous	35% Cellulose 2% Glass	5% Ca Carbonate 58% Non-fibrous (Other)	None Detected
5-2-Silver Paint 411700679-0014	Roof 2 - Around Vent - Silver Roof Flashing	Silver Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
5-2-Fibrous Layer 411700679-0014A	Roof 2 - Around Vent - Silver Roof Flashing	Black Fibrous Homogeneous		5% Ca Carbonate 85% Non-fibrous (Other)	10% Chrysotile
5-2-Cellulose Layer 411700679-0014B	Roof 2 - Around Vent - Silver Roof Flashing	Black Fibrous Homogeneous	40% Cellulose 1% Glass	5% Quartz 5% Ca Carbonate 49% Non-fibrous (Other)	None Detected
5-3-Silver Paint 411700679-0015	Roof 2 - Around Vent - Silver Roof Flashing	Silver Non-Fibrous Homogeneous	2% Wollastonite	5% Ca Carbonate 93% Non-fibrous (Other)	None Detected
5-3-Cellulose Layer 411700679-0015A	Roof 2 - Around Vent - Silver Roof Flashing	Black Non-Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
5-3-Glass Layer 411700679-0015B	Roof 2 - Around Vent - Silver Roof Flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
6-1-Silver Paint 411700679-0016	Roof 2 East of Roof - Silver Roof Flashing	Silver Fibrous Homogeneous		5% Ca Carbonate 93% Non-fibrous (Other)	2% Chrysotile
6-1-Roofing 411700679-0016A	Roof 2 East of Roof - Silver Roof Flashing	Black Fibrous Homogeneous	15% Glass	5% Quartz 5% Ca Carbonate 75% Non-fibrous (Other)	None Detected
6-2-Silver Paint 411700679-0017	Roof 2 East of Roof - Silver Roof Flashing	Silver Fibrous Homogeneous		5% Ca Carbonate 93% Non-fibrous (Other)	2% Chrysotile
6-2-Roofing 411700679-0017A	Roof 2 East of Roof - Silver Roof Flashing	Black Fibrous Homogeneous	15% Glass	5% Quartz 5% Ca Carbonate 75% Non-fibrous (Other)	None Detected
6-3-Silver Paint 411700679-0018	Roof 2 East of Roof - Silver Roof Flashing	Silver Fibrous Heterogeneous		98% Non-fibrous (Other)	2% Chrysotile

Initial report from: 02/02/2017 13:24:55



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<http://www.EMSL.com> / [charlottelab@emsl.com](mailto:charlottelab@emsl.com)

EMSL Order: 411700679

Customer ID: TITA52

Customer PO: FH166325

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-3-Roofing	Roof 2 East of Roof - Silver Roof Flashing	Black Non-Fibrous Homogeneous	15% Glass	5% Quartz 5% Ca Carbonate 75% Non-fibrous (Other)	None Detected
411700679-0018A					

Analyst(s)

Anupriya Tyagi (24)  
Eric Loomis (12)

Lee Plumley, Laboratory Manager  
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Charlotte, NC NVLAP Lab Code 200841-0, VA 3333 00312

Initial report from: 02/02/2017 13:24:55

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END OF SECTION 01733

## SECTION 06100 – ROUGH CARPENTRY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Rooftop equipment bases and support curbs.
  - 2. Wood blocking.
- B. Related Section includes the following:
  - 1. Section 01270 – Unit Prices.
  - 2. Section 07620 – Sheet Metal Flashing and Trim.

## 1.3 DELIVERY, STORAGE AND HANDLING

- A. Supply and keep all materials dry at all times prior to application.
- B. Store all lumber/plywood in dry, covered storage, or on platforms, and with weatherproof, breathable coverings (such as heavy canvas). Materials which are not stored under specified covers are subject to removal from site at Owner's discretion.

## PART 2 - PRODUCTS

## 2.1 WOOD PRODUCTS

- A. Lumber: No. 2 grade (or better) pressure-treated southern yellow pine or douglas fir unless specifically noted otherwise. Each piece of lumber shall bear the inspection stamp of the Southern Pine Inspection Bureau (SPIB) or the Western Wood Products Association (WWPA) indicating the grade and type of lumber.
- B. Plywood: 1/2 inch APA Rated Sheathing (CDX) exterior grade with waterproof glue for exterior applications in thicknesses specified. All plywood shall comply with the requirements of U.S. Product Standard APA PSI (latest edition) and each sheet shall clearly bear the APA trademark of the American Plywood Association.
- C. Wood Preservative: Alkaline Copper Quaternary (ACQ) pressure-treatment conforming to AWPA Standard C-2 (above ground). Retention of preservative shall be 0.25 pcf. All material shall be kiln dried after treatment to 19 percent or less moisture content. Field cuts and holes shall be treated at job site during construction in accordance with AWPA Standard M-4 when lumber thickness exceeds 2 inches.

## 2.2 FASTENERS

- A. Provide stainless steel fasteners at all locations where fastener will come in contact with pressure-treated lumber.
- B. Fasteners: For securing lumber to lumber or plywood/OSB to lumber, 10d ring shank 304 stainless steel common nails of sufficient length to penetrate a minimum of 1-1/2 inches into the underlying member. Where circumstances warrant shorter fasteners, consult Engineer.
- C. Fasteners: For securing plywood/OSB to lumber, 8d ring shank 304 stainless steel common nails of sufficient length to penetrate a minimum of 1-1/2 inches into the underlying member. Where circumstances warrant shorter fasteners, consult Engineer.
- D. Concrete/Masonry Fasteners: Drive-pin fasteners, mushroom head, 1/4 inch diameter, length as required to obtain minimum 1-1/2 inch embedment into underlying member, suitable for exterior use.
- E. Concrete/Masonry Fasteners: Tapcon masonry fasteners, countersunk flat head, 1/4 inch diameter, length as required to obtain minimum 1-1/2 inch embedment into underlying member, suitable for exterior use.
- F. For securing wood to steel, secure using self-drilling/self-tapping fasteners.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Secure new wood blocking (perimeter blocking) over existing wood blocking in two (2) rows staggered and spaced not over 24 inches in each row.
- B. Stagger fasteners when securing nominal 6 inch wide lumber or wider.

### 3.2 EXISTING WOOD

- A. Inspect all existing wood blocking carefully. If there is existing loose wood which requires additional securement, secure with appropriate fasteners in two (2) rows staggered and spaced not over 24 inches in each row. If there is existing wood which requires replacement that exceeds allowance, notify the Engineer. Do not proceed with removals until directed by Engineer. All wood blocking replaced within allowance shall be photographed and documented.
- B. Extend existing wood blocking along perimeter edges by sistering a piece of lumber onto interior side of existing nominal 2 inch x 4 inch wood blocking to achieve a nominal 6 inch width prior to adding additional layers of blocking.
- C. Remove all existing damaged or deteriorated wood blocking and discard. Install new wood blocking using the same size and thickness as existing where removed or as otherwise noted in Drawings.

END OF SECTION 06100

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**SECTION 07000 – REROOFING PREPARATION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Preparations.
  - 2. Deck repairs.
- B. Related Sections include the following:
  - 1. Division 1 Section "Allowances."
  - 2. Division 1 Section "Unit Prices."
  - 3. Division 1 Section "Selective Demolition."
  - 4. Division 6 Section "Rough Carpentry."

**PART 2 - PRODUCTS****2.1 STEEL DECK REPAIR MATERIALS**

- A. Metal Deck Primer: Sherwin Williams Kem Kromik Universal Metal Primer or approved equal.
- B. Sheet Metal for Steel Decks: 20 gauge galvanized steel.
- C. Steel Deck: ASTM A 653, galvanized, G-90 deck, manufactured in accordance with the requirements of the Steel Deck Institute, Inc. (Contractor to field verify deck type.)  
Minimum section properties:
  - 1. Yield strength = 33 ksi.
  - 2. Thickness: 20 gauge.
  - 3. Match existing deck profile.

**2.2 MISCELLANEOUS MATERIALS**

- A. Steel Deck Fasteners: Self-drilling fasteners of sufficient length to secure steel such as #12 diameter Teks 5. Utilize Teks 1 or 2 at sidelaps.

**PART 3 - EXECUTION****3.1 PREPARATION, GENERAL**

- A. Prior to the installation of any new roofing, flashings, and metal flashings, clean surfaces of all dust, dirt and other foreign matter.

- 
- B. Extend all existing vents and stacks through the roof to the height required by the local plumbing code but not less than 8 inches above finished roof level.
  - C. Extend existing wood blocking along perimeter edges by sistering a piece of lumber onto interior side of existing nominal 2 inch x 4 inch wood blocking to achieve a nominal 6 inch width prior to adding additional layers of blocking.

### 3.2 STEEL DECK INSPECTION

- A. Inspect the deck carefully. If there are metal deck areas which require repair or replacement that exceeds allowances, notify the Engineer. Do not proceed with repair or replacement until directed by the Owner and/or Engineer. All deck repairs or replacement work within allowances shall be photographed and documented.

### 3.3 STEEL DECK REPAIR

- A. Where steel deck is rusted but remains structurally sound, thoroughly clean deck units of rust and foreign matter with a wire brush. Paint with specified metal primer.
- B. Where steel deck is damaged or rusted through in small areas, clean deck units of rust with a wire brush. Paint with specified metal primer. Install over the damaged area a steel plate secured to the existing steel deck with sheet metal screws around the perimeter of the plate at 6 inches on center. Extend the new steel plate a minimum of 6 inches onto the surface of the existing steel deck beyond the damaged area.
- C. Where steel deck units are severely damaged or have deteriorated over large areas, remove the entire existing deck unit and install new decking of the same type and gauge as the existing. Lap new deck units over the existing in the same manner as originally installed but not less than 6 inches. Lap ends only over structural framing. Secure to structural framing with specified fasteners at 12 inches on center at each framing member. Secure deck side laps at not more than 36 inches on center.
- D. Secure all existing loose steel deck to roof framing members using specified fasteners placed 12 inches on center at each available framing member.
- E. Secure metal deck side laps with specified fasteners at spacings not exceeding 36 inches from each other or nearest deck support. For deck supports (framing members) spaced greater than 36 inches on center and less than 72 inches on center, install a single side lap fastener at midspan between framing members.

END OF SECTION 07000

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**SECTION 07540 – THERMOPLASTIC MEMBRANE ROOFING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. TPO single-ply membrane roofing system.
  - 2. Insulation.
  - 3. Insulation adhesives.
  - 4. Gypsum cover board.
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry."
  - 2. Division 7 Section "Sheet metal Flashing and Trim."

**1.3 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

**1.4 PERFORMANCE REQUIREMENTS**

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. Provide a roofing system that complies with the requirements of Underwriters' Laboratories, Inc. for a Class A roof covering. Provide a UL Class A certificate, generated by Roofing System Manufacturer, to Owner at project close-out.
- D. Provide new roof system equivalent to or exceeding FM 1-90.

**1.5 SUBMITTALS**

- A. Materials List: Give written notification of the brand name and manufacturer of each material proposed for use and include a statement that all proposed materials meet the specification requirements. Obtain approval prior to placing orders.
  - 1. Submittal of catalog cut sheets, etc. in lieu of the materials list required above is not acceptable. Do not submit cut sheets unless specifically requested.

- 
- B. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
  - C. Manufacturer Certificates: Original document signed by a responsible officer of the manufacturing firm, notarized, on manufacturer's standard letterhead, certifying materials furnished for project comply with the referenced standard. Certificate shall specifically reference the project and applicable compliance standard.
  - D. Qualification Data: For Installer and manufacturer.
  - E. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
  - F. Maintenance Data: For roofing system to include in maintenance manuals.
  - G. Warranties: Special warranties specified in this Section.
  - H. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.
  - I. Polyisocyanurate Insulation Certificate: Signed by insulation manufacturer stating that polyisocyanurate insulation shipped to this project complies with requirements listed in Part 2.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.
- D. Supply and keep all materials dry at all times prior to application.
- E. Store all insulation, insulating board cants, tapered edge strips and lumber/plywood in dry, covered storage, or on platforms, and with weatherproof coverings. Coverings shall be waterproof breathable type material such as heavy canvas. Insulation wrappers are not sufficient. Materials which are not stored under specified covers are subject to removal from the site at Owner's discretion.
- F. Store all roll goods on end on clean floors or platforms. Do not use flattened rolls or rolls with ends damaged.
- G. Materials which, in the opinion of the Owner, have been prematurely exposed to the weather are subject to immediate removal by the contractor and replaced with new materials at

contractor's expense. Owner may, at Owner's option, mark such materials with paint or other indelible materials while they remain on-site.

- H. Store solvent bearing materials in dry, cool storage and keep lids tight on partially used containers to prevent escape of solvents.
- I. Store all emulsions in dry storage at temperatures above 40°F.

## 1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## 1.8 WARRANTY

- A. Warranty: Manufacturer's standard form, no dollar limit, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

- 1. Special warranty includes roofing membrane, base flashings, roof insulation, fasteners, adhesives, sealants and other components of roofing system.
- 2. Warranty Period: 20 years from date of Final Completion.
- 3. Limited coverage for hail and accidental punctures.

- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation and fasteners for the following warranty period:

- 1. Warranty Period: Five (5) years from date of Final Completion.

## 1.9 MANUFACTURER'S INSPECTIONS

- A. A technical representative of the roof system manufacturer shall conduct periodic inspections throughout the course of the work. The representative shall prepare a written report for each inspection and shall promptly provide a copy of each report to the Owner, Contractor and Engineer. Each report shall note any deficiencies the representative observes which require correction. A minimum of two (2) inspections are required. This shall include a final inspection after the contractor has completed installation of all roof system components. All inspections shall be coordinated by the contractor and give notification to the Owner and Engineer 48 hours prior to proposed inspection by the technical representative.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Listed in this section are specifications for materials required generally for use in accomplishing the work specified. Materials not listed may also be required.



- 
- B. Except as specifically noted herein, all reference standards included herein are to be presumed to be the latest published editions of such standards available as of the issue date of these specifications.
  - C. Brand or manufacturer names are used as standards of quality where no other appropriate reference is available. Submit substitution requests under requirements listed in other Sections.
  - D. Where a generic product or a general manufacturer's product is specified and more than one such product is offered by the manufacturer, provide the manufacturer's premium materials.

## 2.2 MANUFACTURERS

- A. For purposes of these documents, the roof system manufacturer is defined as the manufacturer of the primary roof membrane. The roof system is intended to encompass, but is not necessarily limited to, all components above the deck including underlayment and/or vapor retarder components, roof insulation, roof membrane, membrane flashings and any proprietary flashing/components of the system manufacturer. Subject to compliance with the material specifications of these documents, all materials are to be supplied by the same manufacturer.
- B. All materials used in systems to be covered by a Manufacturer's Guarantee must be supplied by the same manufacturer, unless the manufacturer issuing the guarantee waives this requirement in writing.
- C. The following material manufacturers are approved for this project. Such approval does not relieve the Contractor from the requirement to supply materials which meet all other requirements of these Specifications.
- D. TPO Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Carlisle SynTec Incorporated
  - 2. Firestone
  - 3. Johns Manville
  - 4. Approved equal.

## 2.3 MEMBRANE MATERIALS

- A. Reinforced Thermoplastic Polyolefin (TPO) Sheet; Uniform, flexible sheet formed from 60 mil thermoplastic polyolefin to achieve 20 year minimum roofing system guarantee from the manufacturer. White face color.
- B. TPO Membrane System shall be based on:
  - 1. Sure-Weld TPO by Carlisle.
  - 2. UltraPly TPO by Firestone.
  - 3. TPO by Johns Manville.
  - 4. Approved equal.

## 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as sheet membrane.
- C. Membrane Bonding Adhesive: Manufacturer's solvent-based bonding adhesive for membrane, and solvent-based adhesive for base flashings; approved for specified application and capable of obtaining specified warranty.
- D. Prefabricated Flashing Components: Provide pre-fabricated flashing components as required, such as corner flashings, vent stack flashings, etc.
- E. Foam rod: Closed-cell polyethylene foam. Diameter 1.5 times larger than maximum expansion joint gap.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.

## 2.5 INSULATION/BOARD GOODS

- A. Polyisocyanurate Roof Insulation: ASTM C 1289, Type II, Class II, Grade 2, manufactured to meet the following requirements:
  - 1. Nominal Compressive Strength: 20 psi.
  - 2. Dimensional Stability: 2% maximum linear change when conditioned at 158°F and 97% relative humidity.
  - 3. Minimum Curing Time: 24 hrs. plus 24 hrs. for each inch of thickness at a minimum of 60°F before shipment from manufacturer.
  - 4. Maximum Board Thickness: 2 inches.
  - 5. Maximum Board Size: 4' x 8'.
- B. Gypsum Cover Board: Non-structural board, water-resistant and reinforced core, 1/2 inch thick, 4' x 8'. Utilize DensDeck Prime, Securock cover boards or approved equal.

## 2.6 FASTENERS

- A. Masonry Anchors: Stainless steel screw anchor for use in concrete, brick or concrete masonry units manufactured with threads for cutting into walls of pre-drilled opening to provide tight friction fit, 1/4 inch diameter; length as required to penetrate material being fastened and obtain minimum 1-1/2 inch embedment.
- B. Termination Bar: Extruded aluminum bar, 1 inch wide, 1/8 inch thick, with pre-punched holes at 6 inches on center.
- C. Insulation Fasteners and Plates: Plated steel fastener and 3 inch diameter round or 3 inch square steel plate as manufactured by or specifically recommended by the roof system manufacturer. Fasteners and plates must be Factory Mutual approved for 1-90 construction with the specified insulation.

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**PART 3 - EXECUTION****3.1 GENERAL SCHEDULE**

- A. Refer to Table 3-1 for a general schedule of the primary roof components (described from the bottom up) for each roof area. Methods of installation and related materials are in other sections of these specifications.

Table 3-1

1-1/2 inch deep metal deck (existing)
New 1-1/2 inch polyisocyanurate base insulation (mechanically attached)
New 1-1/2 inch polyisocyanurate (mechanically attached)
New 1/2 inch gypsum cover board (mechanically attached)
New 60 mil TPO membrane (mechanically attached)

**3.2 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
1. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  2. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.3 PREPARATION**

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Protect edges and incomplete flashings against water entry at all times. Remove cut-offs and temporary protection prior to resumption of work.
- D. The substrate must be dry, relatively smooth, free of protrusions, debris, sharp edges or foreign materials and moisture.

**3.4 INSTALLATION, GENERAL**

- A. Do not apply materials on wet or damp surfaces, over dust, dirt, or other foreign matter.
- B. Accomplish application of roofing materials so that each area will be complete at the end of each workday.
- C. Protect edges and incomplete flashings against water entry at all times. Remove cut-offs and temporary protection prior to resumption of work.

- D. Application rates for insulation attachment shall be as required by roofing system manufacturer except as amended in this Section.

### 3.5 INSULATION AND COVER BOARD APPLICATION

- A. Furnish and install new insulation on Areas A and B as specified herein.
- B. Clean deck surfaces of all dirt, dust and other foreign matter.
- C. Stagger all insulation joints off those of preceding layer.
- D. On metal decks apply insulation with long dimension of units across deck ribs. On open rib steel decks, ends of units must bear on deck surface.
- E. Apply insulation with end joints staggered approximately one-half the length of units.
- F. Fit all insulation units snugly to each other and to all vertical surfaces.
- G. Remove and replace all damaged units with new insulation or repair to provide a smooth surface and uniform insulation thickness.
- H. Install a gypsum cover board over all insulation. Stagger all cover board joints off those of underlying insulation.
- I. Mechanically fasten all layers of insulation and gypsum cover board to deck as follows:
  - 1. Field: Minimum of 8 fasteners per 4' x 8' board. Field of roof is defined as all areas of roof except perimeter and corners.
  - 2. Perimeter: Minimum of 10 fasteners per 4' x 8' board. Perimeter of roof is defined as all exterior edges and is 8 feet wide unless indicated otherwise on drawings.
  - 3. Corners: Minimum of 12 fasteners per 4' x 8' board. Corners are 8' x 8'.
  - 4. Insulation fasteners are to engage top flange of metal deck.
    - a. Contractor is to limit length of insulation fasteners as required to penetrate top flange of metal deck a minimum of 3/4 inch and a maximum of 1-1/2 inches.
    - b. Contractor is responsible to ensure attachment of all layers of insulation and overlay and shall take whatever steps necessary to achieve attachment including using fastener tools with depth locators and torque-limiting devices, providing additional fasteners, etc.

### 3.6 MEMBRANE APPLICATION

- A. Install membrane on Areas A and B in strict accordance with manufacturer's written instructions.
- B. Unroll membrane and allow to relax before installing.
- C. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger side laps.
- D. Turn TPO membrane down over perimeter wood blocking extending down the outside face a minimum of 1 inch past bottom of wood blocking.

- 
- E. Mechanically attach in the side laps of membrane to substrate with approved plates and fasteners at 6 inches on center.
  - F. Mechanically fasten TPO membrane securely at terminations and penetrations with fasteners and plates at 12 inches on center maximum.
  - G. Provide enhanced perimeter and corner securement with narrower width sheets of membrane per TPO manufacturer's recommendations.
  - H. Apply membrane with side laps shingled with slope of roof deck where possible.
  - I. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
  - J. Test lap edges with probe to verify seam weld continuity.
  - K. Apply cut edge sealant to seal cut edges of roofing membrane per TPO manufacturer's recommendations.
  - L. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
  - M. Repair tears, voids, and lapped seams in roofing that do not meet requirements.
  - N. Provide TPO membrane expansion joint cover between Areas A and B in accordance with manufacturer's instructions.

### 3.7 FLASHING APPLICATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Weld side and end laps to ensure a watertight seam installation.
- E. At wood substrates, terminate and seal top of sheet flashings and mechanically anchor to substrate with specified fasteners on a line approximately 1 inch below top edge and spaced not over 4 inches on center.
- F. At masonry substrates, fasten top of flashing with specified fasteners through continuous termination bar on a line approximately 1 inch below top edge and spaced not over 8 inches on center.
- G. Unless specifically stated otherwise in these specifications or on Drawings, all base flashings are required to extend a minimum of 8 inches above finished roof level. Include costs for modifying parapets, equipment curbs, expansion joint curbs, etc. to meet this requirement.

### INSTALLER'S WARRANTY

Owner: \_\_\_\_\_ The City of Charlotte \_\_\_\_\_

Installer: \_\_\_\_\_

Location of Building: \_\_\_\_\_ 4900 West Boulevard, Charlotte, North Carolina \_\_\_\_\_

Name of Building: \_\_\_\_\_ Cargo Building \_\_\_\_\_

Roof Areas: \_\_\_\_\_ A and B \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Know all men by these presents, that we, Installer as defined above, having installed insulation, roofing, flashings and sheet metal work, and having accomplished certain other work on the roof areas identified above under contract between Owner and Contractor, warrant to Owner, with respect to said work that for a period of five (5) years from date of Substantial Completion of said work, the roofing including insulation, roofing membrane, flashings and sheet metal work, shall be absolutely watertight and free from all leaks, provided however that the following are excluded from this warranty:

Defects or failures resulting from abuse by the Owner.

Defects in design involving failure of (1) structural frame, (2) load-bearing walls, and (3) foundations.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars riots or civil commotion.

We, Installer, agree that should any leaks occur in the roofing we will promptly remedy said leaks in a manner to restore the roof to a watertight condition by methods compatible to the system and acceptable under industry standards and general practice.

We, Installer, further agree that for a period of five (5) years from date of Substantial Completion referred to above, we will make repairs at no expense to the Owner, to any defects which may develop in the work including but not limited to blisters, wrinkles, ridges, splits, warped insulation and loose flashings in a manner compatible to the system and acceptable under industry standards and general practice.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed, this

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

\_\_\_\_\_  
(Installer)

WITNESS:

by \_\_\_\_\_

President

\_\_\_\_\_

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

END OF SECTION 07540

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**SECTION 07620 – SHEET METAL FLASHING AND TRIM****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Sheet metal flashing and trim.
- B. Related Sections include the following:
  - 1. Division 7 Section "Thermoplastic Membrane Roofing."

**1.3 QUALITY ASSURANCE**

- A. Follow recommendations set forth in the fifth edition of the Architectural Sheet Metal Manual published by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), (current edition), unless otherwise specified.
- B. Where drawings do not provide details of sheet metal components needed for a completely watertight installation, provide such components in accordance with recommendations of SMACNA Manual.

**1.4 SUBMITTALS**

- A. Submit shop drawings of all specified types of metal shapes, showing details of proposed installation where appropriate, to Engineer.
- B. Submit Manufacturer's Certificate of Compliance with reference standards for all materials except proprietary or brand-named products designated in reference standards.
- C. Obtain Owner's approval of shop drawings, samples and certifications prior to fabrication and installation.
- D. No sheet metal item is to be purchased, fabricated, or installed until all required shop drawings and related submittals for each item are approved by Architect. Items purchased, fabricated and/or installed which are not in compliance with approved shop drawings are subject to immediate removal from the project at contractor's expense.
- E. Color Chart: Manufacturer's standard range of colors for prefinished metals, including available gauges.

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**PART 2 - PRODUCTS****2.1 SHEET METAL MATERIALS**

- A. Prefinished Galvalume Steel: Aluminum-zinc alloy-coated steel sheet meeting ASTM A 792, Class A750, coating designation, Grade 40 (Class AZM 150 coating designation, Grade 275) Structural quality with Kynar 500®.
  - 1. Color: As selected by Owner from manufacturer's full standard range.
- B. Membrane-Clad Metal: 24 gauge galvanized steel with factory-laminated membrane material supplied by membrane manufacturer.

**2.2 SHEET METAL COMPONENTS**

- A. Eave Flashings: 24 ga. TPO clad metal
- B. High Eave/Edge Flashings: 24 ga. TPO clad metal
- C. Gutters: 24 ga. prefinished galvalume
- D. Downspouts: 24 ga. prefinished galvalume
- E. Pourable Sealer Pan: 24 ga. TPO clad metal
- F. Hot Stacks/Vents: 24 ga. TPO clad metal

**2.3 ACCESSORIES:**

- A. Sealant: ASTM C 920, Type S, Grade NS, Class 25. One part polyurethane sealant such as NP1 or approved equal.
- B. Pourable Sealer: One or two component polyurethane based sealant as recommended by primary membrane manufacturer.

**2.4 FASTENERS**

- A. Fasteners shall be compatible to all materials to which they come in contact.
- B. Exposed fasteners shall have EPDM (gasketed) washers.
- C. Reinforced and Precast Concrete, Masonry or Brick: Stainless steel and zinc jacketed, drive type anchors with expandable shank and EPDM washers; "Zamac Nailin" manufactured by the Rawl Plug Company, or approved equal. Size as required to penetrate material being secured and to obtain a minimum 1½" embedment into substrate.
- D. Wood Substrate: 10 gauge stainless steel ring shank roofing nails of sufficient length to penetrate wood substrate one inch. Minimum 3/8 inch diameter head.



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**PART 3 - EXECUTION****3.1 INSTALLATION, GENERAL**

- A. Inspect all surfaces to which metal is to be applied. Do not install metal unless surfaces are even, sound, clean, dry and free from defects that might affect the application.
- B. Follow recommendations of Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) Architectural Sheet Metal Manual [current edition] for fabricating in-shop and on-site, and for installation, unless otherwise specified herein or on Drawings.
- C. Follow published instructions of the product manufacturer for installation of extruded or proprietary metal products, unless otherwise specified herein or on Drawings.
- D. Use nails, screws, bolts, cleats or other fasteners of the same material or, if approved by Owner, of material chemically compatible with the contacted metal.
- E. Fabricate cleats to be a minimum of one gauge heavier than fascia metal.
- F. Secure cleats to substrate with fasteners specifically manufactured for the purpose at spacing's of 6 inches on center. Provide ring shank fasteners or screws at wood substrates. Locate fasteners as close to hem of cleat as practical but no more than 2 inches from hem unless specifically indicated otherwise herein or on Drawings.
- G. Solder metal, where required, using standard industry techniques in accordance with the requirements of the metal manufacturer and the SMACNA Architectural Sheet Metal Manual for the types of metal to be soldered. Thoroughly sweat joints to ensure full penetration of solder in the joint and to ensure a secure connection. Fully solder rivet joints to eliminate rivet holes or potential for corrosion.
- H. Do not place dissimilar metals in direct contact or in positions where water sheds across both metals.
- I. Install metal to be water- and weathertight with lines, arises and angles sharp and true and with plane surfaces free of waves or buckles. Hem all raw edges of exposed or finish sheet metal.
- J. Install shop-formed metal in 10 foot lengths maximum and with minimum number of pieces in each straight run.
- K. Shop form all metal shapes, which are to be formed of prefinished metal, with protective plastic film in place. Do not remove plastic film until just prior to (or, if possible, after) installation.
- L. Field measure site conditions prior to fabrication of sheet metal components.
- M. Form sections square, true, and accurate in size, and free of distortion or defects detrimental to appearance or performance.
- N. Provide fabricated components that are free of oil-canning, buckles, and tool marks.
- O. Hem exposed edges of metal and fabricate cleats in accordance with Detail 1, SMACNA Architectural Sheet Metal Manual Figure 2-1, miter and seam corners.

- 
- P. Corners shall be formed, mitered, lapped, notched and sealed, welded, or soldered as necessary to provide a continuous watertight system. Provide shop formed inside or outside corners with "legs" not over 18 inches long.

### 3.2 EXAMINATION

- A. Prior to installing materials identified in this section, inspect existing substrates scheduled to receive materials. Ensure that substrates are clean, dry, smooth, securely fastened and free of defects that might affect application.
- B. Do not proceed with installation of materials until defects have been corrected.
- C. Application of materials over the substrate constitutes acceptance of condition of substrate.

### 3.3 GUTTER INSTALLATION

- A. Install new gutters on eave as specified herein.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size gutters to be 6 inches wide by 6 inches deep.
- D. Provide butt-type expansion joints in gutters at locations shown on Drawings. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-7.
- E. Provide aluminum gutter brackets sized at 1/4 inch by 1-1/2 inches spaced 3 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-13A and drawings.
1. Wrap brackets with sheet metal to match gutter color.
- F. Provide aluminum gutter spacers sized at 1 inch by 1/8 inch spaced 3 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-13A and drawings.

### 3.4 DOWNSPOUT INSTALLATION

- A. Install new downspouts as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-32B and drawings,
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Size downspouts to be 4 inches by 4 inches.
- D. Install downspouts at existing downspout locations.
- E. Form downspout hangers from the same material as downspouts using material not less than two (2) gauges heavier than downspouts.
- F. Secure downspouts to wall with hangers spaced not more than 5 feet on center. Refer to SMACNA Architectural Sheet Metal Manual Figure 1-35C.
- G. Connect downspouts to galvalume outlet tubes. Refer to SMACNA Architectural Sheet Metal Manual Figures 1-24C and 1-33, Detail 1.

- 
- H. Where downspouts terminate at grade, provide new precast concrete splash blocks. Set blocks on grade with uniform solid support. Provide elbows at base of downspouts which turn out at 45°.

### 3.5 HIGH EAVE/EDGE METAL FLASHING INSTALLATION

- A. Install new high eave/edge metal flashing at specified locations as specified herein. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1 and project drawings.
- B. Refer to sheet metal schedule for gauge and metal type.
- C. Engage formed drip at lower edge of face with continuous cleat.
- D. Nail through flange near center. Space nails 3 inches on center in a staggered pattern. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1.
- E. Fabricate cleats to be a minimum of one gauge heavier than high eave/edge metal flashing.
- F. Secure cleats to substrate with fasteners specifically manufactured for the purpose at spacings of 6 inches on center. Provide ring shank fasteners or screws at wood substrates. Locate fasteners as close to hem of cleat as practical but no more than 2 inches from hem unless specifically indicated otherwise herein or on Drawings.
- G. Install high eave/edge metal flashing leaving a 1/8 inch to 1/4 inch joint between sections.
- H. Heat weld a 6-inch non-reinforced flashing membrane over entire joint.
- I. Heat weld reinforced membrane over non-reinforced flashing membrane ensuring 1-1/2 inch minimum heat weld.
- J. Provide TPO membrane stripping at flanges in accordance with manufacturer's instructions.

### 3.6 EAVE METAL FLASHING INSTALLATION

- A. Install new eave metal flashing at locations specified herein. Refer to SMACNA Architectural Sheet Metal manual Figure 2-1 and Drawings.
- B. Refer to sheet metal scheduled for gauges and metal types.
- C. Nail through flange near center. Space nails 3 inches on center in a staggered pattern. Refer to SMACNA Architectural Sheet Metal Manual Figure 2-1.
- D. At edges where gutters are required, install gutters before eave metal flashing.
- E. Cover end laps with TPO membranes as per manufacturer's recommendations.
- F. At gutters, extend fascia into gutter not less than 4 inches past back edge. Notch fascia around gutter spacers approximately 1/8 inch wider than spacer and turn tab out over spacer.
- G. Install eave metal flashing leaving a 1/8 inch to 1/4 inch joint between sections.
- H. Heat weld a 6-inch non-reinforced flashing membrane over entire joint.

- 
- I. Heat weld reinforced membrane over non-reinforced flashing membrane ensuring 1-1/2 inch minimum heat weld.
  - J. Provide TPO membrane stripping at flanges in accordance with manufacturer's instructions.

### 3.7 HOT STACK FLASHING INSTALLATION

- A. Furnish and install new hot stack flashings at existing hot stacks as specified herein.
- B. Form new hot stack riser and flange from 24 gauge TPO membrane clad metal. Form new metal rain collar from 24 gauge galvanized steel. Refer to Drawings.
- C. Fabricate risers with 4-inch flanges. Fabricate risers to match height(s) of existing hot stack risers.
- D. Set new hot stack flashings at openings over new TPO membrane and secure flanges to deck through insulation.
- E. Install new bonnets at hot stack and secure to existing flue and fill sealant cove with heat resistant sealant.
- F. Provide TPO membrane stripping at flanges in accordance with manufacturer's instructions.

### 3.8 VENT STACK FLASHING INSTALLATION

- A. Furnish and install new vent stack flashings as specified herein.
- B. Form new vent stack riser and flange from 24 gauge TPO membrane clad metal. Form standoff straps and top from white pre-finished galvalume. Fabricate vent stacks to match existing diameter. Refer to Drawings.
- C. Fabricate riser with 4-inch flanges. Fabricate riser with a minimum 8-inch height above finished roof level.
- D. Set new vent stacks at openings over new TPO membrane and secure flanges to deck through insulation.
- E. Provide TPO membrane stripping at flanges in accordance with manufacturer's instructions.

END OF SECTION 07620

## VIII. PLANS

Plans for this Project are deemed to be incorporated herein.



# CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT CARGO BUILDING ROOF REPLACEMENT PROJECT

**PROJECT ADDRESS:**  
4900 WEST BOULEVARD  
CHARLOTTE, NC 28208

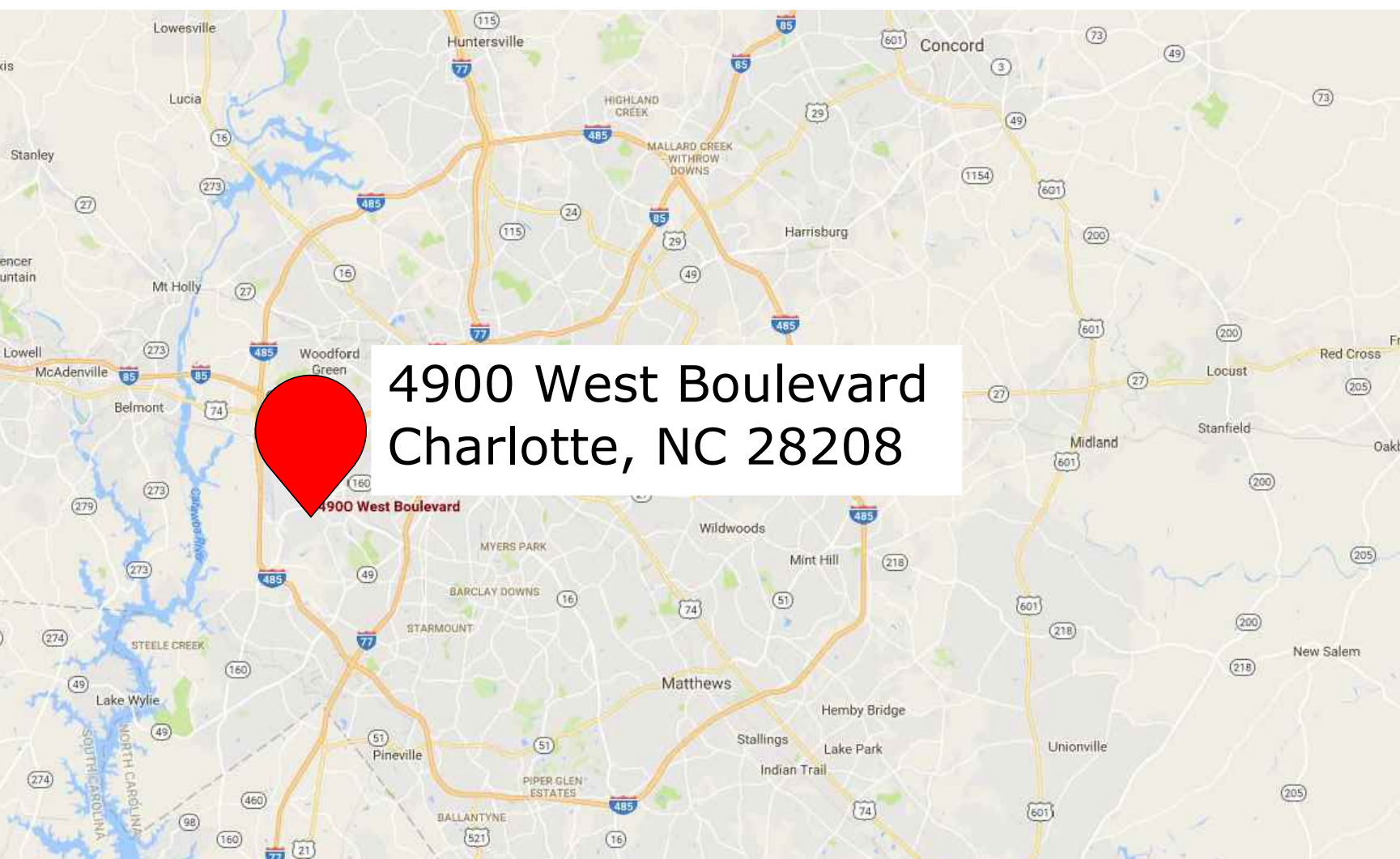
**Charlotte-Douglas**  
INTERNATIONAL AIRPORT  
5601 Wilkinson Blvd  
Charlotte, NC 28208

Mr. Eric Walcott  
Chief Maintenance Mechanic  
Charlotte Douglas International Airport  
Phone: 704-591-8993  
Email: eric.walcott@cltairport.com

**ENGINEERING CONSULTANT**  
**Terracon**  
Explore with us

2701 Westport Rd  
Charlotte, NC 28208  
Brett M. Eichler, Assoc. AIA, CDT, RRC, RRO  
Senior Project Manager | Facilities  
e: brett.eichler@terracon.com  
p: 704.594.8925  
Jeff H. Poe, Jr., PE, RBEC  
Senior Engineer | Facilities  
e: jeff.poe@terracon.com  
p: 704.594.8939

### PROJECT LOCATION



VICINITY MAP



SITE LOCATION

### SCOPE OF WORK

WORK UNDER THE BASE BID ON AREAS A AND B GENERALLY INCLUDES THE FOLLOWING:

1. COMPLETE REMOVAL OF ALL EXISTING GRAVEL SURFACED BUILT-UP ROOFING, INSULATION, FLASHINGS, METAL FLASHINGS, GUTTERS AND DOWNSPOUTS; AND THE INSTALLATION OF NEW INSULATION, COVER BOARD, 60 MIL TPO MEMBRANE ROOFING, FLASHINGS, METAL FLASHINGS, GUTTERS, DOWNSPOUTS AND ALL ASSOCIATED MISCELLANEOUS WORK AS SPECIFIED HEREIN.

### DRAWING INDEX

G1.01	COVER SHEET
G1.02	CODE SHEET
A1.01	ROOF PLAN
A1.02	WIND UPLIFT PLAN
A5.01	ROOF DETAILS
A5.02	ROOF DETAILS

ENGINEER STATE LICENSE SEAL

**ISSUED FOR BIDDING**  
NOT FOR CONSTRUCTION  
THESE DOCUMENTS ARE FOR BIDDING PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION.

REVISIONS:	NO.	DATE	DESCRIPTION
	1		
	2		
	3		
	4		
	5		
	6		

TERRACON PROJECT NUMBER:  
FH166325

DESIGNED BY: BME

DRAWN BY: SWP

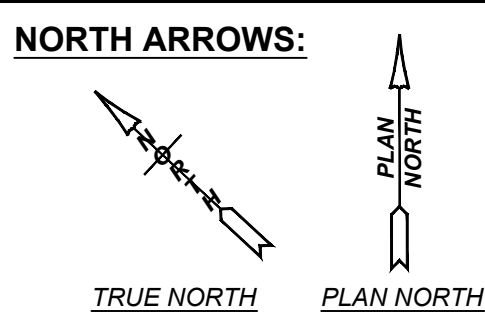
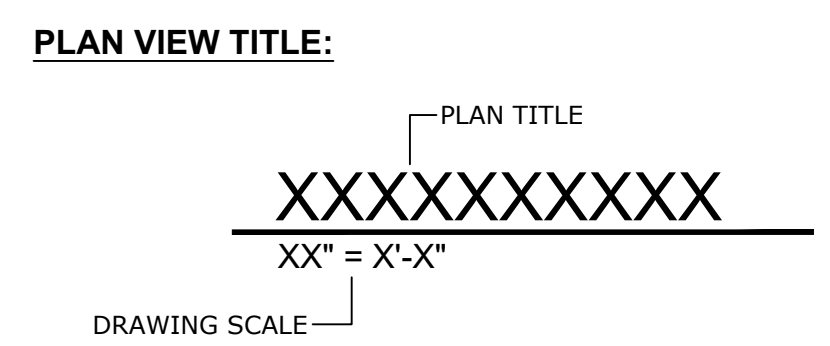
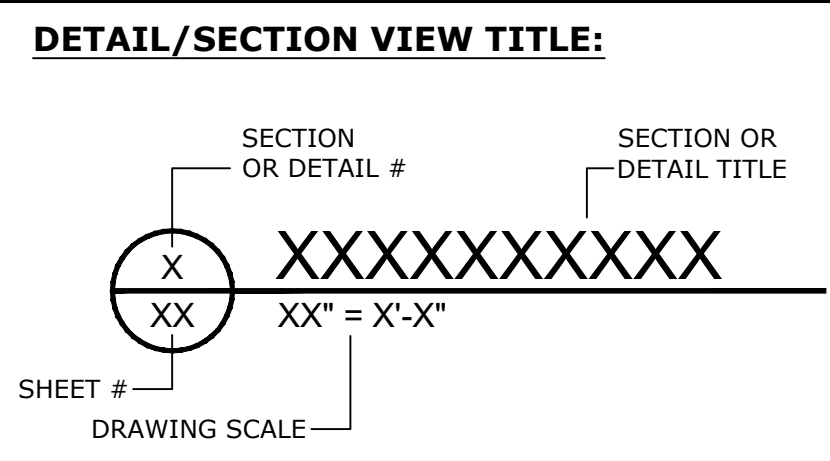
APPROVED BY: JHP

ISSUE DATE:  
02.26.2024

SHEET TITLE  
**COVER SHEET**

SHEET NUMBER  
**G1.01**

### SYMBOL LEGEND



### ABBREVIATION LIST

TYP.	TYPICAL
CONT.	CONTINUOUS
O/C	ON CENTER
VERT.	VERTICAL
HORIZ.	HORIZONTAL
S.S.	STAINLESS STEEL
P.T.	PRESSURE TREATED

**APPENDIX B  
BUILDING CODE SUMMARY  
FOR ALL COMMERCIAL PROJECTS  
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)**  
(Reproduce the following data on the building plans sheet 1 or 2)

Name of Project: ROOF REPLACEMENT 4900 WEST BOULEVARD CHARLOTTE, NORTH CAROLINA  
 Address: 4900 WEST BOULEVARD, CHARLOTTE, NC  
 Proposed Use: (NO CHANGE)  
 Owner or Authorized Agent: ERIC WALCOTT Phone # 704-359-4968  
 Owned By: CITY OF CHARLOTTE City/County  Private  State   
 Code Enforcement Jurisdiction:  City N/A  County N/A

LEAD DESIGN PROFESSIONAL: STAFFORD CONSULTING ENGINEERS

DESIGNER FIRM	NAME	LICENSE #	TELEPHONE #
Architectural	N/A	N/A	(N/A) N/A
Civil	N/A	N/A	(N/A) N/A
Electrical	N/A	N/A	(N/A) N/A
Fire Alarm	N/A	N/A	(N/A) N/A
Plumbing	N/A	N/A	(N/A) N/A
Mechanical	N/A	N/A	(N/A) N/A
Sprinkler-Standpipe	N/A	N/A	(N/A) N/A
Structural	N/A	N/A	(N/A) N/A
Retaining Walls >5' High	N/A	N/A	(N/A) N/A
Other	TERRACON CONSULTANTS, INC.	JEFF H. POE	045268 (704)594-8939

YEAR EDITION OF CODE: N/A  
 New Construction  Renovation (Existing Bldg)  Upfit  Alteration

**BUILDING DATA**  
 Construction Type:  I-A  I-B  II-A  II-B  III-A  III-B  
 IV  V-A  V-B  
 Mixed construction:  No  Yes Types N/A  
 Sprinklers:  No  Yes  NFPA 13  NFPA 13R  NFPA 13D  
 Standpipes:  No  Yes Class  I  II  III  Wet  Dry  
 Fire District:  No  Yes  
 Building Height: N/A Feet N/A Number of Stories  Unlimited per N/A  
 Mezzanine:  No  Yes  
 High Rise:  No  Yes Central Reference Sheet # (if provided) N/A  
 Gross Building Area:

FLOOR	EXISTING (SQ FT)	NEW (SQ FT)	SUB-TOTAL
6th Floor	N/A	N/A	N/A
5th Floor	N/A	N/A	N/A
4th Floor	N/A	N/A	N/A
3rd Floor	N/A	N/A	N/A
2nd Floor	N/A	N/A	N/A
Mezzanine	N/A	N/A	N/A
1st Floor	N/A	N/A	N/A
Basement	N/A	N/A	N/A
TOTAL	N/A	N/A	N/A

**STRUCTURAL DESIGN**

DESIGN LOADS:  
 Importance Factors: Wind (I<sub>w</sub>) 1.0  
 Snow (I<sub>s</sub>) N/A  
 Seismic (I<sub>e</sub>) N/A

Live Loads:  
 Roof N/A psf  
 Mezzanine N/A psf  
 Floor N/A psf

Snow Load: N/A psf  
 Wind Load: Basic Wind Speed 115 mph (ASCE-7-10)  
 Exposure Category C  
 Wind Base Shears (for MWFRS) V<sub>x</sub> = N/A V<sub>y</sub> = N/A

SEISMIC DESIGN CATEGORY A  
 Compliance with Section 1616.4 only?  YES  NO

SEISMIC DESIGN CATEGORY B, C, & D  
 Provide the following Seismic Design Parameters:  
 Seismic Use Group N/A  
 Spectral Response Acceleration S<sub>us</sub> N/A % S<sub>wi</sub> N/A %  
 Site Classification N/A  
 Basic structural system (check one)  
 N/A Bearing Wall  N/A Dual w/Special Moment Frame  
 N/A Building Frame  N/A Dual w/Intermediate R/C or Special Steel  
 N/A Moment Frame  N/A Inverted Pendulum  
 Seismic base shear V<sub>x</sub> = N/A V<sub>y</sub> = N/A  
 Analysis Procedure N/A Simplified N/A Equivalent Lateral Force N/A Modal  
 Architectural, Mechanical, Components anchored?         
 LATERAL DESIGN CONTROL: Earthquake N/A Wind N/A

SOIL BEARING CAPACITIES:  
 Field Test (provide copy of test report) N/A psf  
 Presumptive Bearing capacity N/A psf  
 Pile size, type, and capacity       

**NO CHANGE** PLUMBING FIXTURE REQUIREMENTS

OCCUPANCY	WATERCLOSETS		URINALS		LAVATORIES		SHOWERS/ TUBS	DRINKING FOUNTAINS	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE		REGULAR	ACCESSIBLE
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**NO CHANGE** ACCESSIBLE PARKING

LOT OR PARKING AREA	TOTAL # OF PARKING SPACES		# OF ACCESSIBLE SPACES PROVIDED		TOTAL # ACCESSIBLE PROVIDED
	REQUIRED	PROVIDED	REGULAR WITH 5' ACCESS AISLE	VAN SPACE WITH 8' ACCESS AISLE	
	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A
TOTAL	N/A	N/A	N/A	N/A	N/A

**NO CHANGE** ALLOWABLE AREA

Primary Occupancy:  Assembly  A-1  A-2  A-3  A-4  A-5  
 Business  Educational  Factory-Industrial  F-1  F-2  
 High-Hazard  H-1  H-2  H-3  H-4  H-5  
 Institutional  I-1  I-2  I-3  I-4  
 I-3 Use Condition  1  2  3  4  5  
 Mercantile  Residential  R-1  R-2  R-3  R-4  
 Storage  S-1  S-2  High-piled  
 Utility and Miscellaneous  Parking Garage  Open  Enclosed  Repair

Secondary Occupancy: N/A  
 Special Occupancy:  508.2  508.3  508.4  508.5  508.6  508.7  508.8  
 Mixed Occupancy:  No  Yes Separation: N/A Hr. Exception: N/A

Non-Separated Mixed Occupancy (303.1 Exception)  
 The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.

Separated Mixed Occupancy (303.1/303.2) - See below for area calculations  
 For each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

Actual Area of Occupancy A + Actual Area of Occupancy B ≤ 1  
 Allowable Area of Occupancy A + Allowable Area of Occupancy B ≤ 1  
N/A + N/A = N/A ≤ 1

STORY NO.	DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 503.5	(C) AREA FOR OPEN SPACE INCREASE <sup>1</sup>	(D) AREA FOR SPRINKLER INCREASE <sup>2</sup>	(E) ALLOWABLE AREA OR UNLIMITED <sup>3</sup>	(F) MAXIMUM BUILDING AREA <sup>4</sup>
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> Open space area increases from Section 506.2 are computed thus:  
 a. Perimeter which fronts a public way or open space having 20 feet minimum width = N/A (F)  
 b. Total Building Perimeter = N/A (P)  
 c. Ratio (F/P) = N/A (F/P)  
 d. W = Minimum width of public way =        (W)  
 e. Percent of frontage increase I<sub>r</sub> = 100 [ F/P - 0.25 ] x W/30 = N/A (%)

<sup>2</sup> The sprinkler increase per Section 506.3 is as follows:  
 a. Multi-story building I<sub>r</sub> = 200 percent  
 b. Single story building I<sub>r</sub> = 300 percent

<sup>3</sup> Unlimited area applicable under conditions of Sections Group B, F, M, S, A-4 (507.1, 507.2, 507.3, 507.5); Group A motion picture (507.8); Malls (402.6); and H-2 aircraft paint hangers (507.6).

<sup>4</sup> Maximum Building Area = total number of stories in the building x E but not greater than 3 x E.

<sup>5</sup> The maximum area of parking garages must comply with 406.3.5. The maximum area of air traffic control towers must comply with 412.1.2.

**SPECIAL APPROVALS**

Special approval: (Local Jurisdiction, Department of Insurance, SBCCI, ICC, etc., describe below)  
N/A

**ENERGY SUMMARY**

ENERGY REQUIREMENTS:  
 The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If energy cost budget method, state the annual energy cost budget vs allowable annual energy cost budget.

**THERMAL ENVELOPE**  
 Method of Compliance:  Prescriptive  Performance  Energy Cost Budget

Roof/Ceiling Assembly (each assembly)  
 Description of assembly: TPO OVER POLYISOCYANURATE FASTENED TO STEEL DECK  
 U-Value of total assembly:         
 R-Value of insulation:         
 Skylights in each assembly:         
 U-Value of skylight: N/A  
 total square footage of skylights in each assembly: N/A

Exterior Walls (each assembly)  
 Description of assembly:         
 U-Value of total assembly:         
 R-Value of insulation:         
 Openings (windows or doors with glazing):         
 U-Value of assembly shading coefficient projection factor:         
 Door R-Values:         
 low e required, if applicable

Walls adjacent to unconditioned space (each assembly)  
 Description of assembly:         
 U-Value of total assembly:         
 R-Value of insulation:         
 Openings (windows or doors with glazing):         
 U-Value of assembly shading coefficient projection factor:         
 Door R-Values:         
 low e required, if applicable

Walls below grade (each assembly)  
 Description of Assembly:         
 U-Value of total assembly:         
 R-Value of insulation:       

Floors over unconditioned space (each assembly)  
 Description of assembly:         
 U-Value of total assembly:         
 R-Value of insulation:       

Floors slab on grade  
 Description of assembly:         
 U-Value of total assembly:         
 R-Value of insulation:         
 Horizontal/vertical requirement slab heated

**NO CHANGE** ALLOWABLE HEIGHT

Type of Construction	ALLOWABLE (TABLE 503)		INCREASE FOR SPRINKLERS	SHOWN ON PLANS	CODE REFERENCE
	Type	N/A			
Building height in feet	Feet	N/A	Feet=H+20=	N/A	
Building Height in Stories	Stories	N/A	Stories+1=	N/A	

**FIRE PROTECTION REQUIREMENTS**

Life Safety Plan Sheet#, if Provided       

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	RATING REQ'D	PROVIDED (W/REDUCTION)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	DESIGN # FOR RATED PENETRATION	DESIGN # FOR RATED JOINTS
Structural frame, including columns, girders, trusses							
Bearing walls	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Exterior	N/A	N/A	N/A	N/A	N/A	N/A	N/A
North	N/A	N/A	N/A	N/A	N/A	N/A	N/A
East	N/A	N/A	N/A	N/A	N/A	N/A	N/A
West	N/A	N/A	N/A	N/A	N/A	N/A	N/A
South	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interior	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Nonbearing walls and partitions							
Exterior							
North	N/A	N/A	N/A	N/A	N/A	N/A	N/A
East	N/A	N/A	N/A	N/A	N/A	N/A	N/A
West	N/A	N/A	N/A	N/A	N/A	N/A	N/A
South	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interior	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Floor construction including supporting beams and joist							
Roof construction including supporting beams and joist	N/A						
Shafts-Exit	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Shafts-Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Corridor Separation	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Occupancy Separation	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Party/Fire Wall Separation	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Smoke Barrier Separation	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tenant Separation	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\* Indicate section number permitting reduction

**NO CHANGE** ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT  
 Method of Compliance:  Prescriptive  Performance  Energy Cost Budget

Lighting Schedule  
 lamp type required in fixture  
 number of lamps in fixture  
 ballast type used in the fixture  
 number of ballasts in fixture  
 total wattage per fixture  
 total interior wattage specified vs allowed  
 total exterior wattage specified vs allowed

Equipment schedules with motors (not used for mechanical systems)  
 motor horsepower  
 number of phases  
 minimum efficiency  
 motor type  
 # of poles

**NO CHANGE** MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT  
 Method of Compliance:  Prescriptive  Energy Cost Budget

Thermal Zone  
 winter dry bulb  
 summer dry bulb  
 interior design conditions  
 winter dry bulb  
 summer dry bulb  
 relative humidity

Building heating load  
 Building cooling load  
 Mechanical Spacing Conditioning System

Unitary  
 description of unit  
 heating efficiency  
 cooling efficiency  
 heat output of unit  
 cooling output of unit

Boiler  
 total boiler output. If oversized, state reason.  
 Chiller  
 total chiller capacity. If oversized, state reason.

List equipment efficiencies  
 Equipment schedules with motors (mechanical systems)  
 motor horsepower  
 number of phases  
 minimum efficiency  
 motor type  
 # of poles

**NO CHANGE** LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting:  NO  YES  
 Exit Signs:  NO  YES  
 Fire Alarm:  NO  YES  
 Smoke Detection Systems:  NO  YES  
 Panic Hardware:  NO  YES

**NO CHANGE** EXIT REQUIREMENTS

NUMBER AND ARRANGEMENT OF EXITS

FLOOR, ROOM OR SPACE DESIGNATION	MINIMUM <sup>2</sup> NUMBER OF EXITS		TRAVEL DISTANCE		ARRANGEMENT MEANS OF EGRESS <sup>1,3</sup> (SECTION 1004.1)	
	REQUIRED	SHOWN ON PLANS	ALLOWABLE TRAVEL DISTANCE (TABLE 1004.2.4)	ACTUAL TRAVEL DISTANCE SHOWN ON PLANS	REQUIRED DISTANCE BETWEEN EXIT DOORS	ACTUAL DISTANCE SHOWN ON PLANS
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Corridor dead ends (Section 1004.3.2.3)  
 Single exits (Table 1005.2.2)  
 Common Path of Travel (Section 1004.2.5)

**EXIT WIDTH**

USE GROUP OR SPACE DESCRIPTION	(A) AREA <sup>1</sup> SQ. FT.	(B) AREA <sup>1</sup> PER OCCUPANT (TABLE 1003.2.2.2)	(C) EGRESS WIDTH PER OCCUPANT (TABLE 1003.2.3)		(D) EXIT WIDTH (m) <sup>2,3,4,5,6</sup>				
			STAIR	LEVEL	STAIR	LEVEL	STAIR	LEVEL	
									REQUIRED WIDTH (SECTION 1003.2.3) (a+b)xc
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> See Table 1003.2.2.2 to determine whether net or gross area is applicable.  
<sup>2</sup> See definition "Area, Gross" and "Area, Net" (Section 1002)  
<sup>3</sup> Minimum stairway width (Section 1003.3.3); min. corridor width (Section 1004.3.2.2); min. door width (Section 1003.3.1)  
<sup>4</sup> Minimum width of exit passageway (Section 1005.3.3)  
<sup>5</sup> See Section 1003.2.2.7 for converging exits.  
<sup>6</sup> The loss of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1003.2.3)  
<sup>6</sup> Assembly occupancies (Section 1008)



**CHARLOTTE DOUGLAS  
INTERNATIONAL AIRPORT  
CARGO BUILDING ROOF REPLACEMENT PROJECT**  
 4900 WEST BOULEVARD  
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TERRACON PROJECT NUMBER:  
**FH166325**

DESIGNED BY: **BME**

DRAWN BY: **SWP**

APPROVED BY: **JHP**

ISSUE DATE:  
**02.26.2024**

SHEET TITLE  
**CODE SHEET**

SHEET NUMBER  
**G1.02**

**GENERAL NOTES**

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS.
2. PROVIDE CRICKET ON UPSLOPE SIDE EQUIPMENT CURB WHERE EQUIPMENT IS 24" OR WIDER.

**LEGEND**

	GUTTER EXPANSION JOINT
	GUTTER W/DOWNSPOUT
	EXPANSION JOINT
	VENT STACK
	PIPE PENETRATION
	HOT STACK
	AIR CONDITIONING UNIT
	POURABLE SEALER POCKET
	PARAPET WALL
	STRUCTURAL SLOPE
	DETAIL No.



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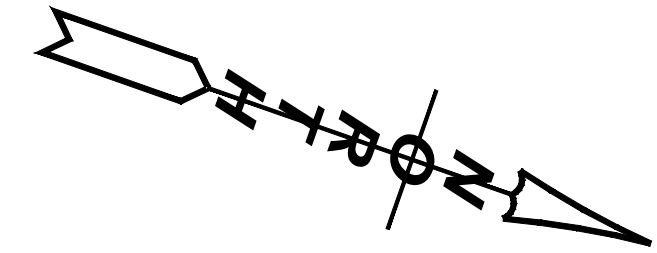
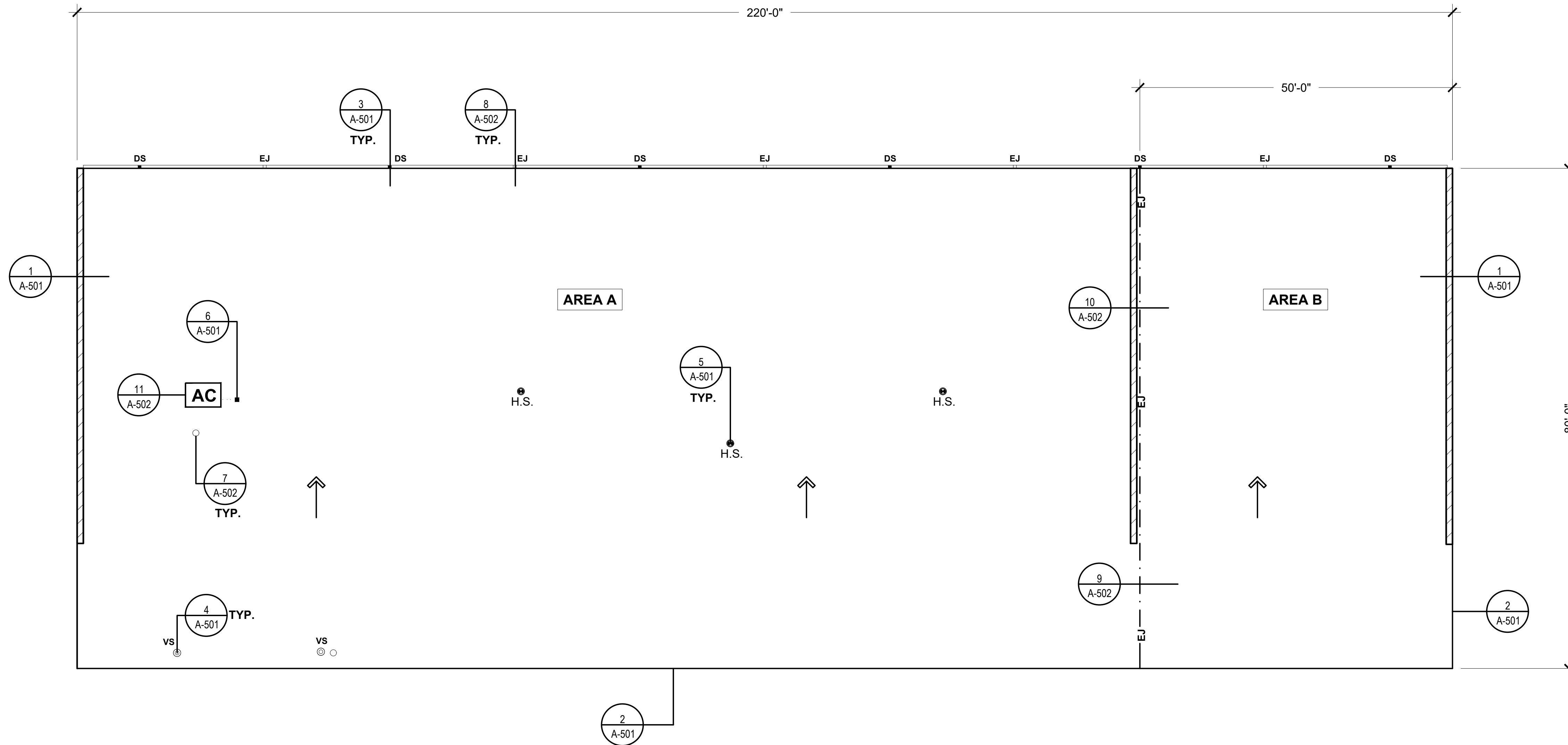
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SHEET TITLE

**ROOF PLAN**

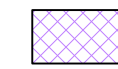
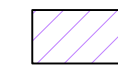
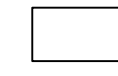
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**A1.01**





**LEGEND**

-  ZONE 3 - CORNERS - 8'x8'
-  ZONE 2 - OUTER PERIMETER
-  ZONE 1 - FIELD

**CODE SUMMARY**

NORTH CAROLINA BUILDING CODE (2018 EDITION)  
AND ASCE 7-10

BASIC WIND SPEED = 115 MPH  
 BUILDING CATEGORY = III  
 EXPOSURE CATEGORY = C  
 INTERNAL PRESSURE COEF. = +/- .18

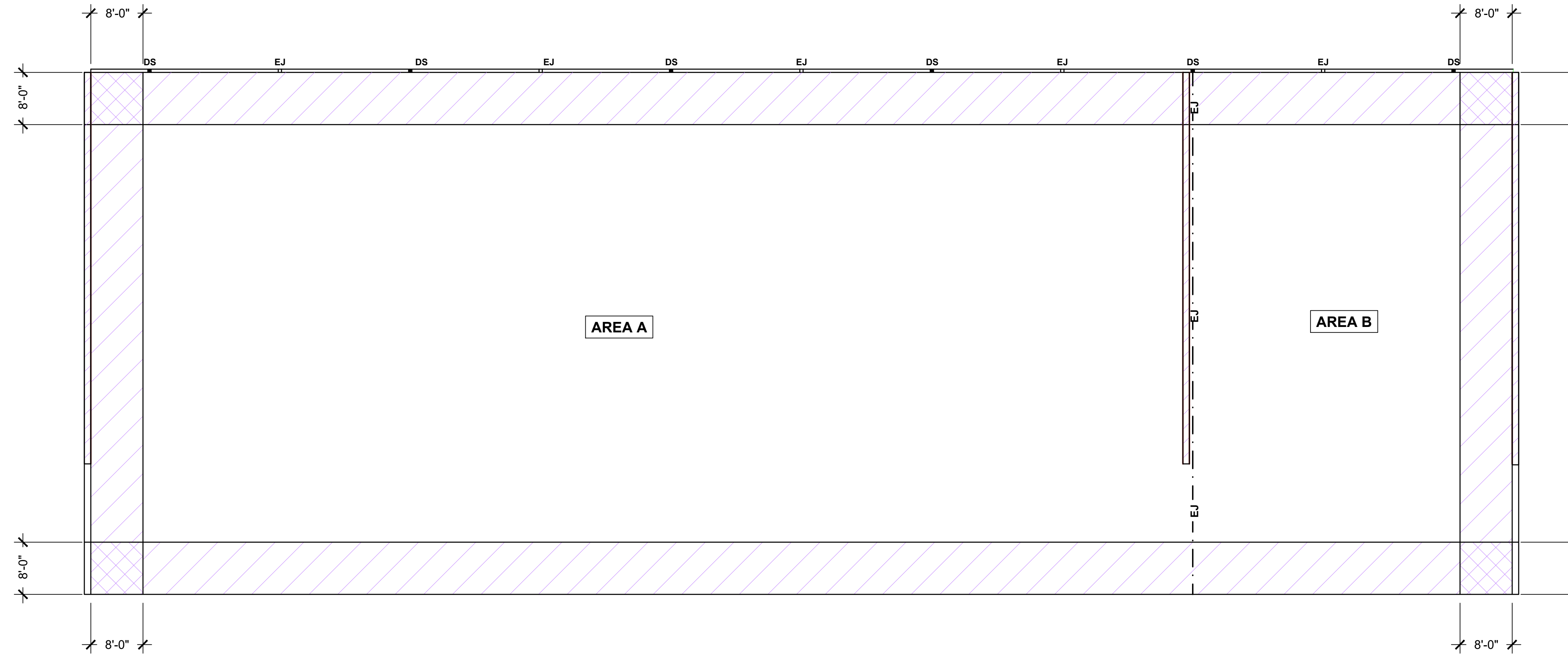
THE NEW ROOF SYSTEM SHALL BE DESIGNED  
AND CONSTRUCTED TO MEET THE FOLLOWING  
WIND UPLIFT PRESSURES:

1. FIELD ZONE = -30.56 PSF
2. PERIMETER ZONE = -51.28 PSF
3. CORNER ZONE = -77.185 PSF



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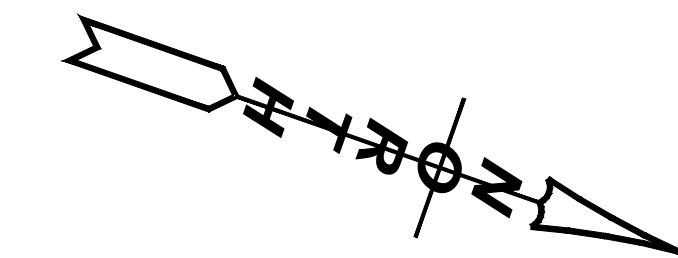
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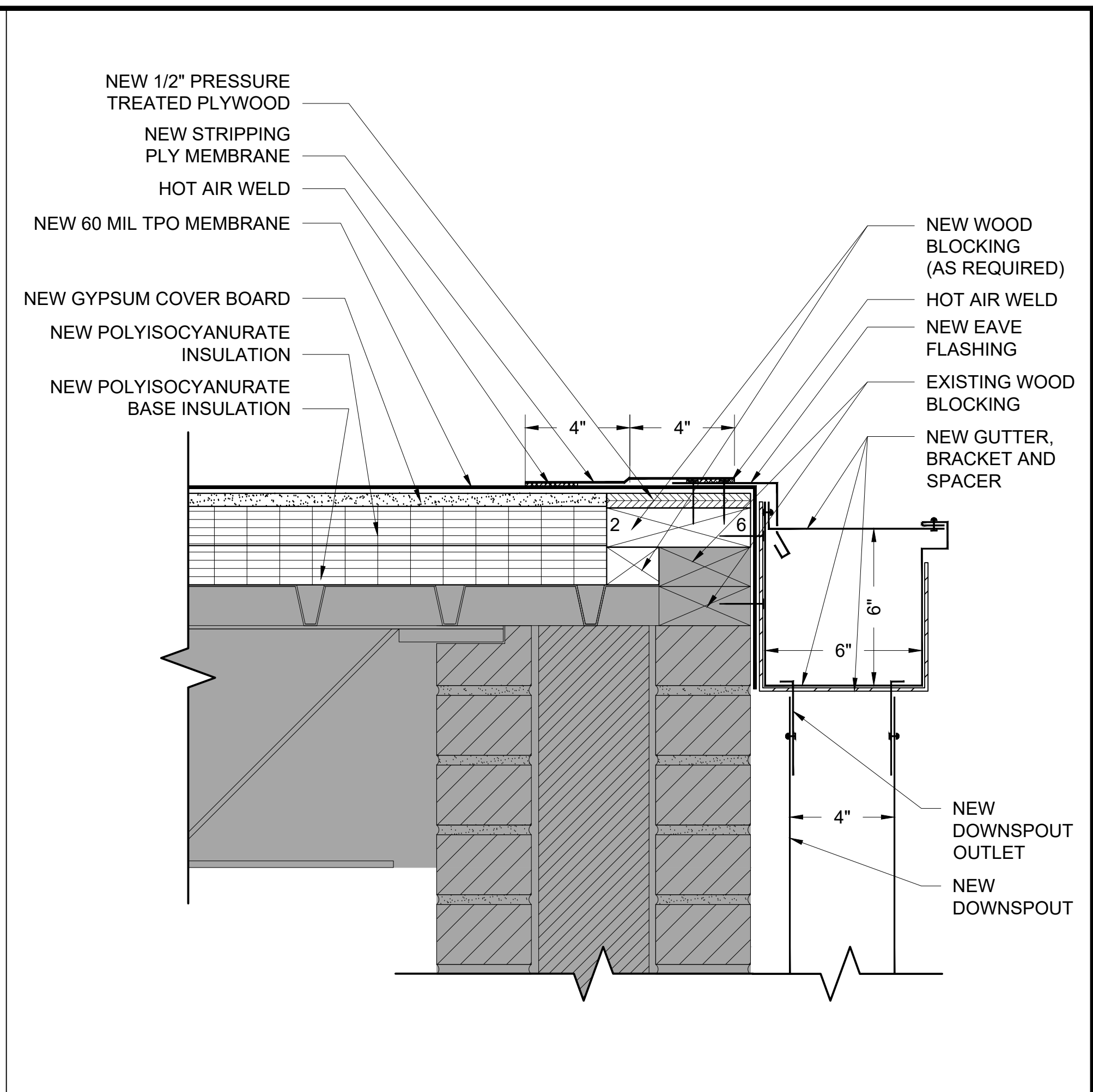
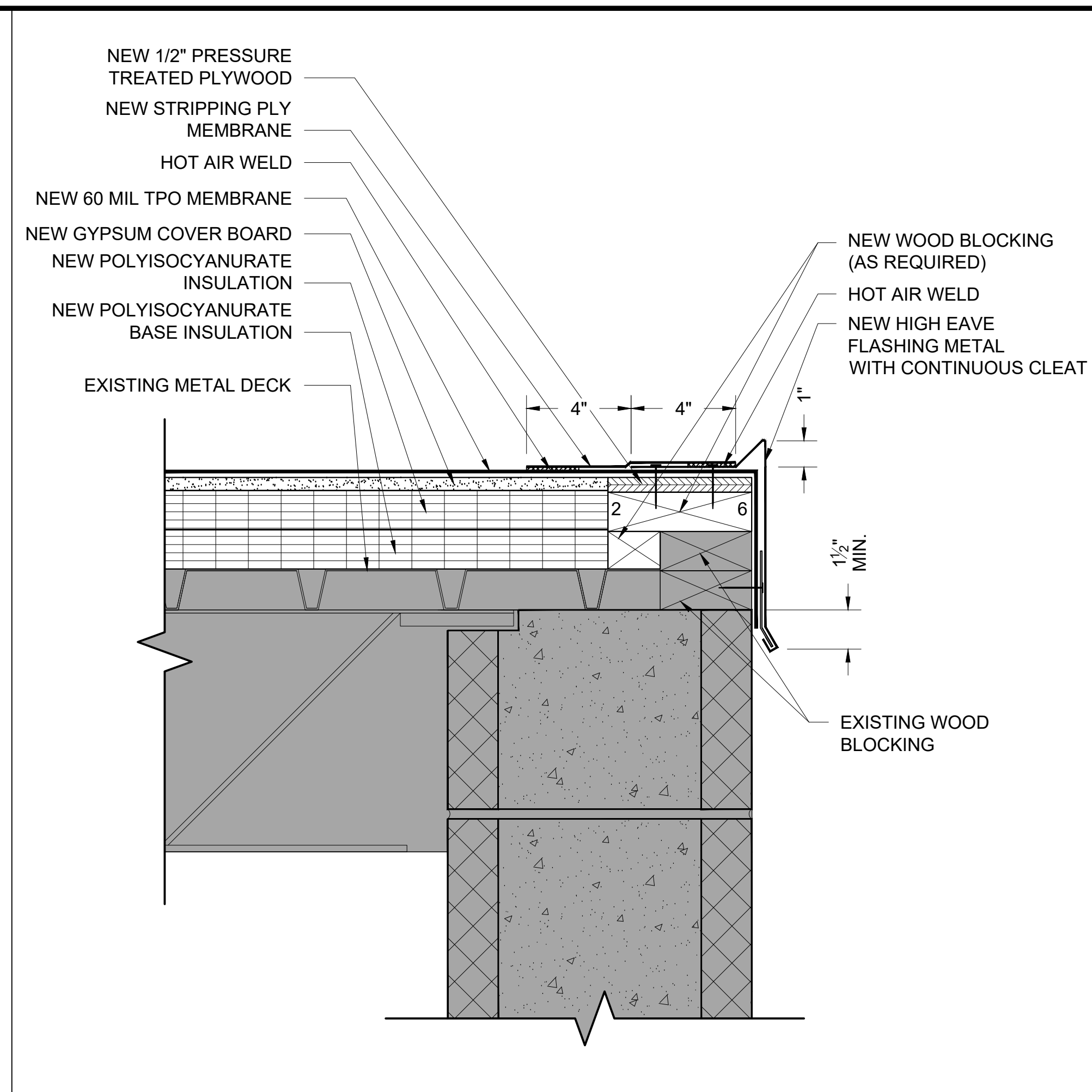
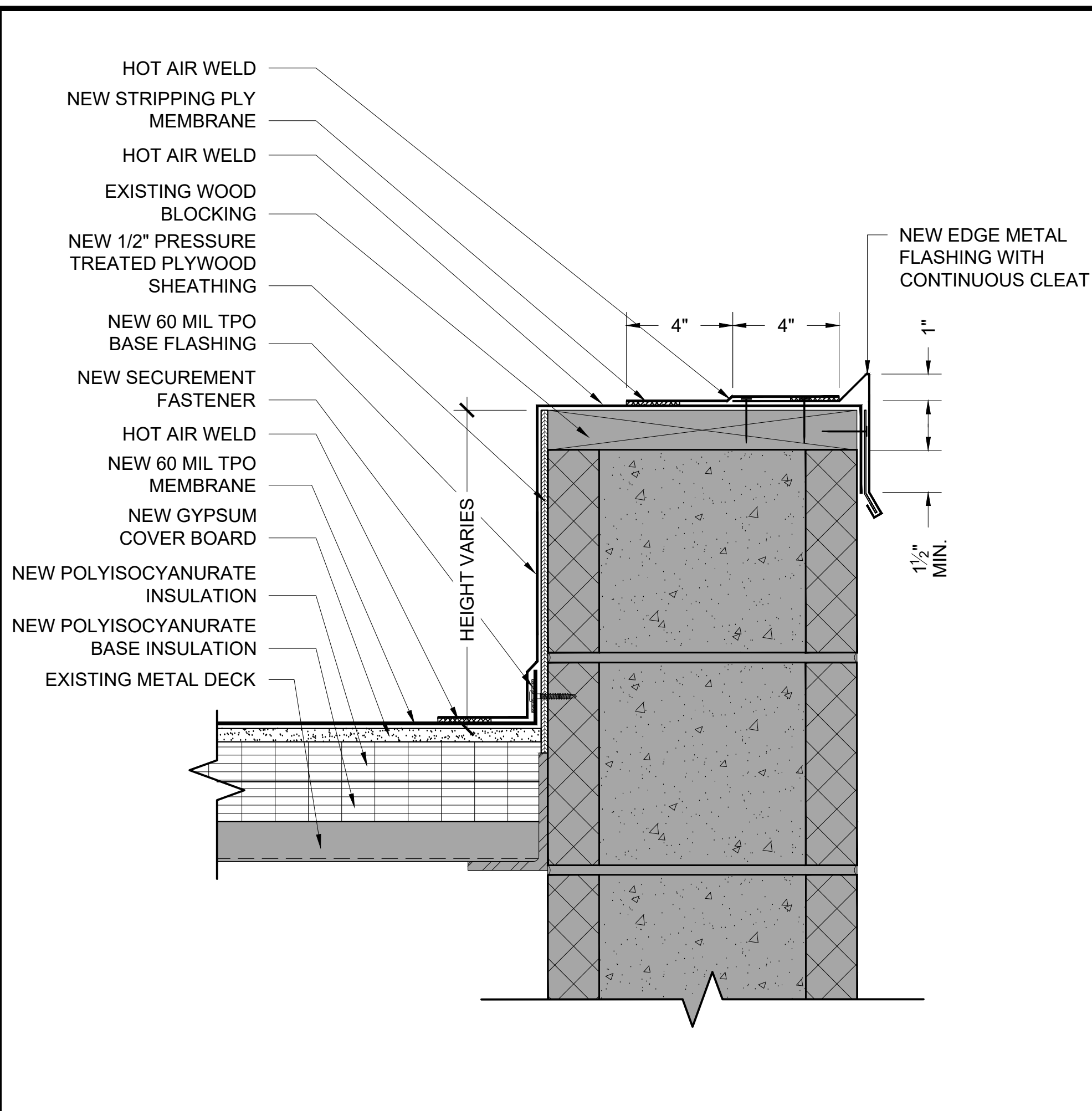
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SHEET TITLE  
**WIND ZONE  
PLAN**

SHEET NUMBER  
**A1.02**

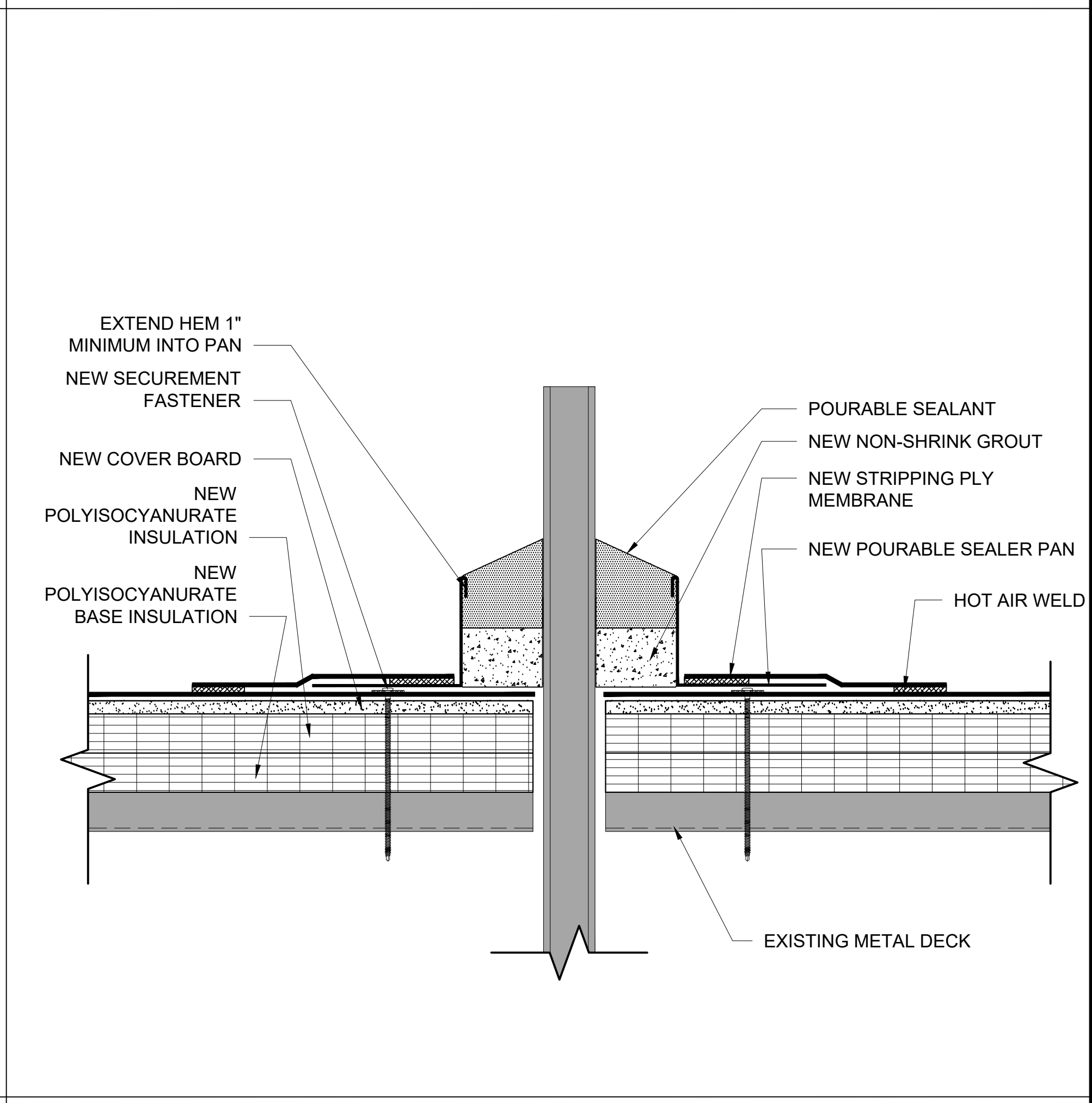
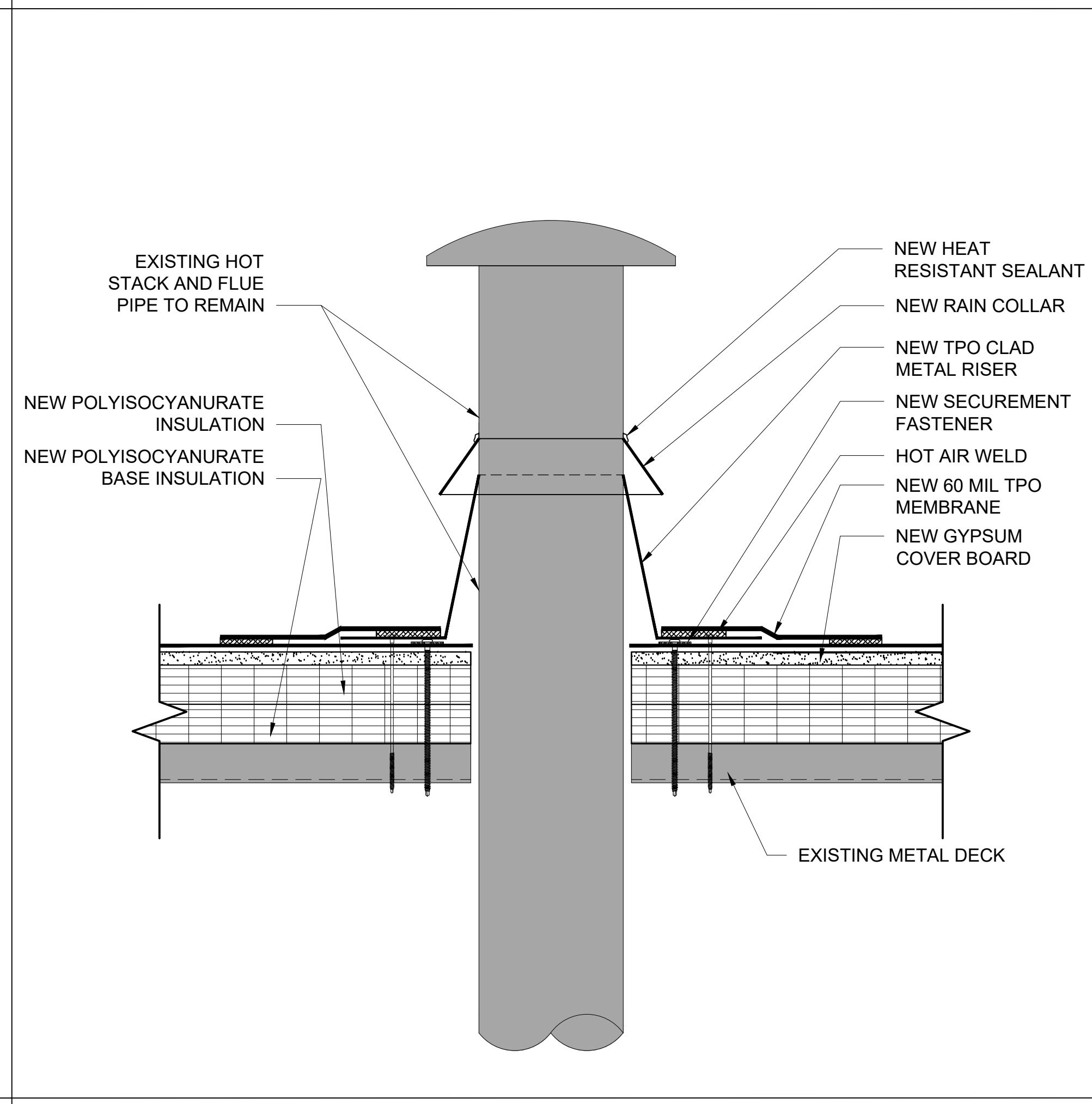
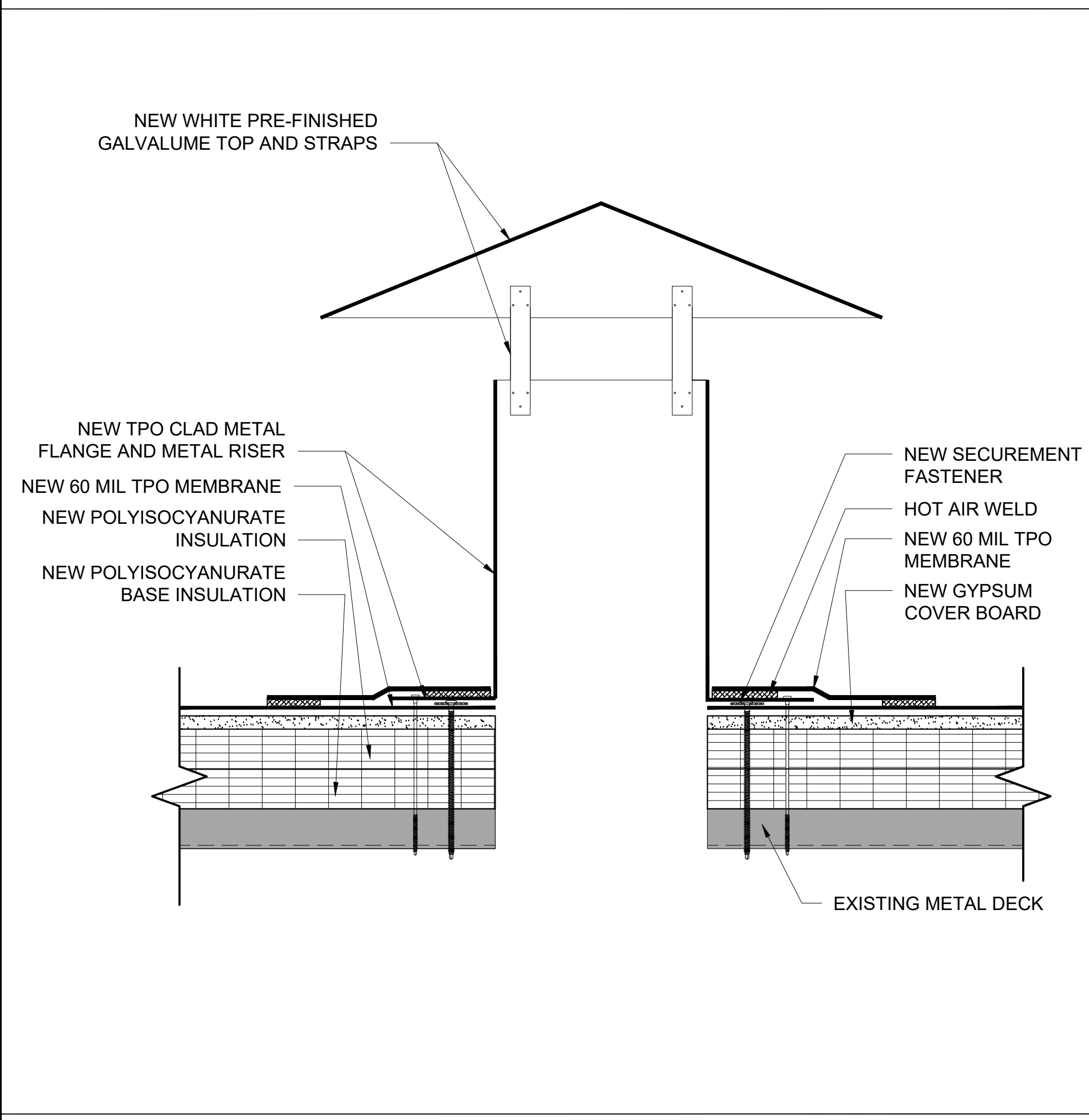




**1** EDGE METAL FLASHING DETAIL  
3"=1'-0"

**2** HIGH EAVE METAL FLASHING DETAIL  
3"=1'-0"

**3** EAVE FLASHING DETAIL WITH GUTTER  
3"=1'-0"



**4** TYPICAL VENT STACK FLASHING DETAIL  
3"=1'-0"

**5** HOT STACK FLASHING DETAIL  
3"=1'-0"

**6** POURABLE SEALER PAN FLASHING DETAIL  
3"=1'-0"

NO.	DATE	DESCRIPTION
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SHEET TITLE  
**DETAILS**

SHEET NUMBER  
**A5.01**

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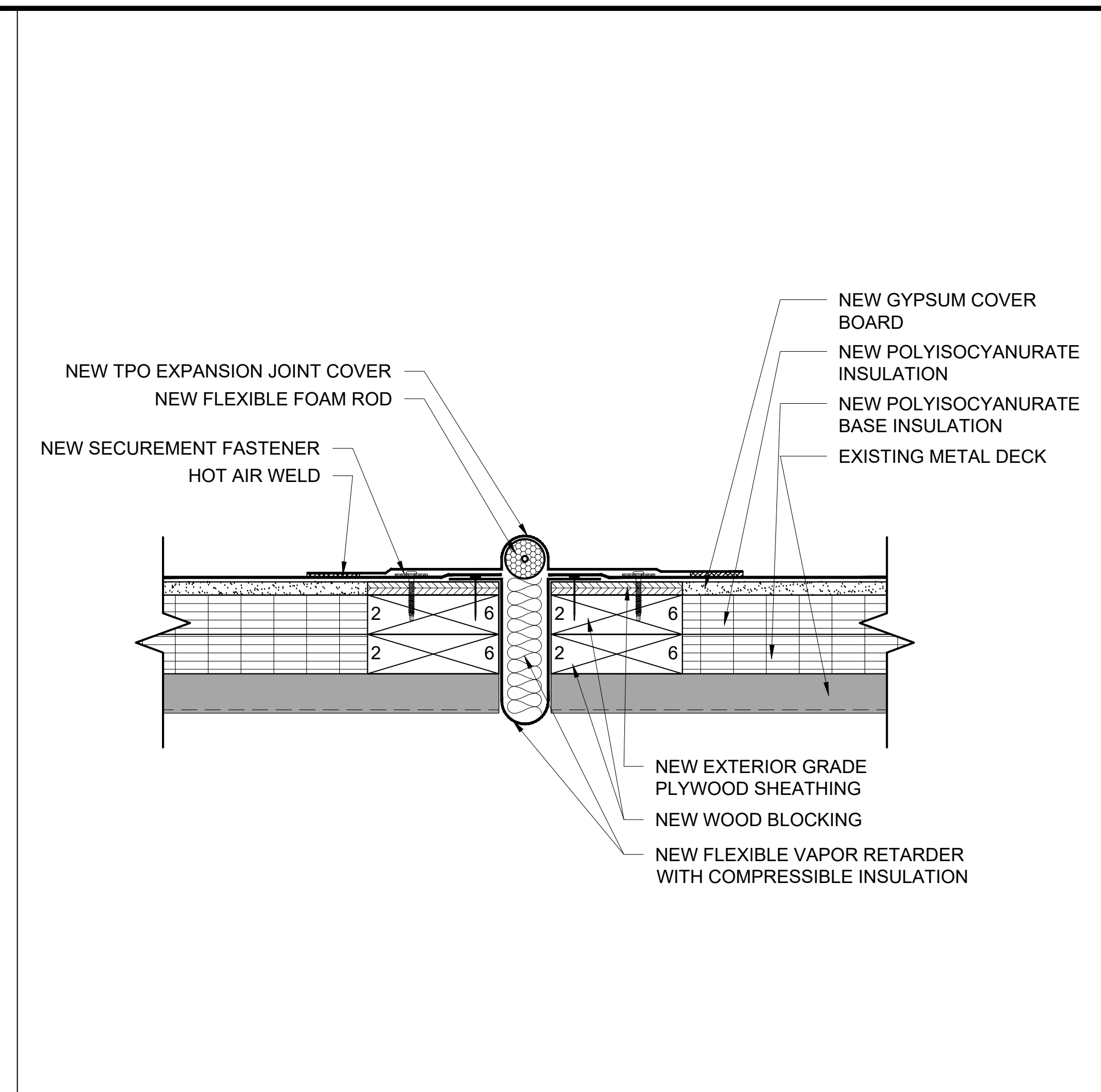
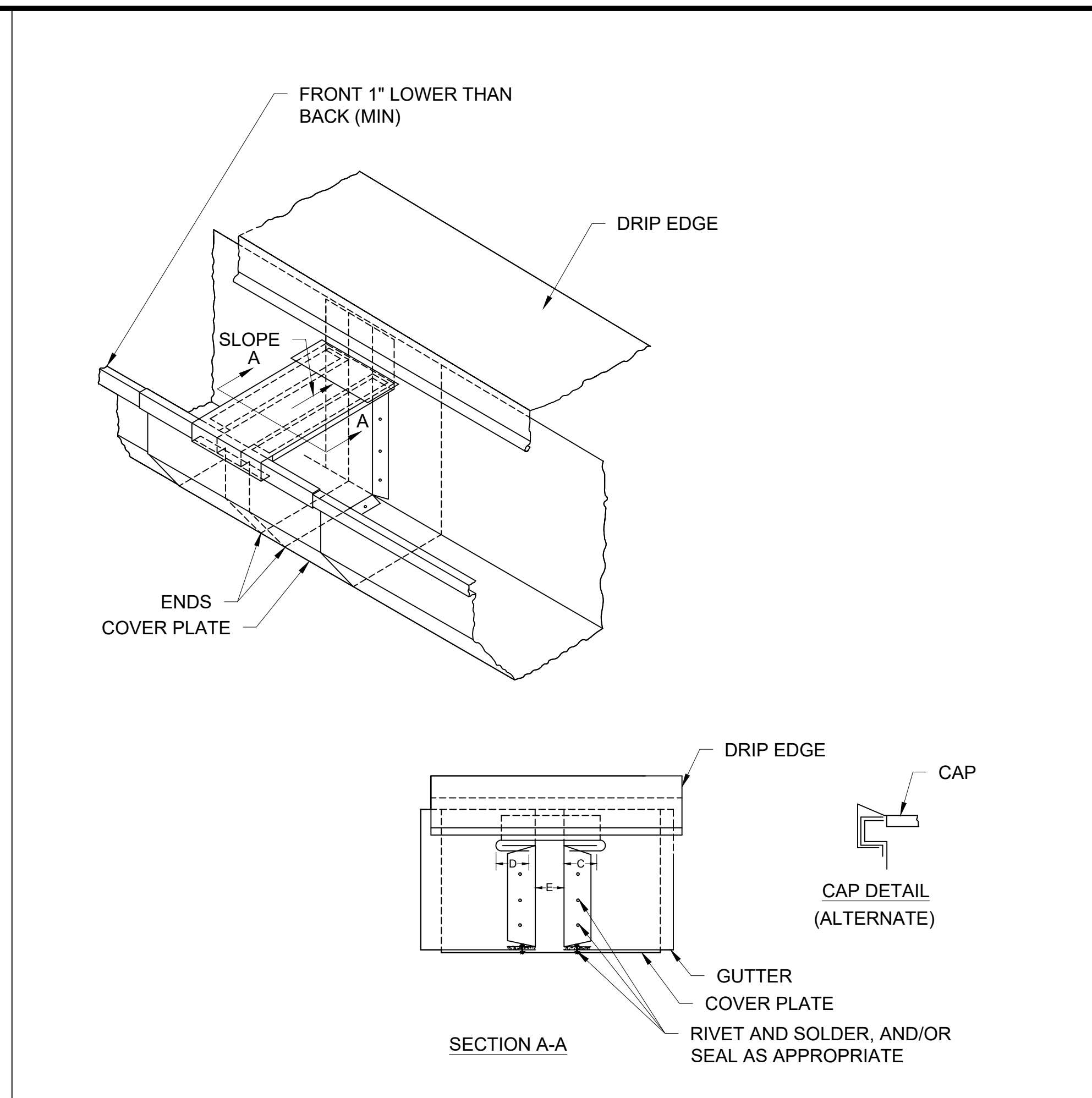
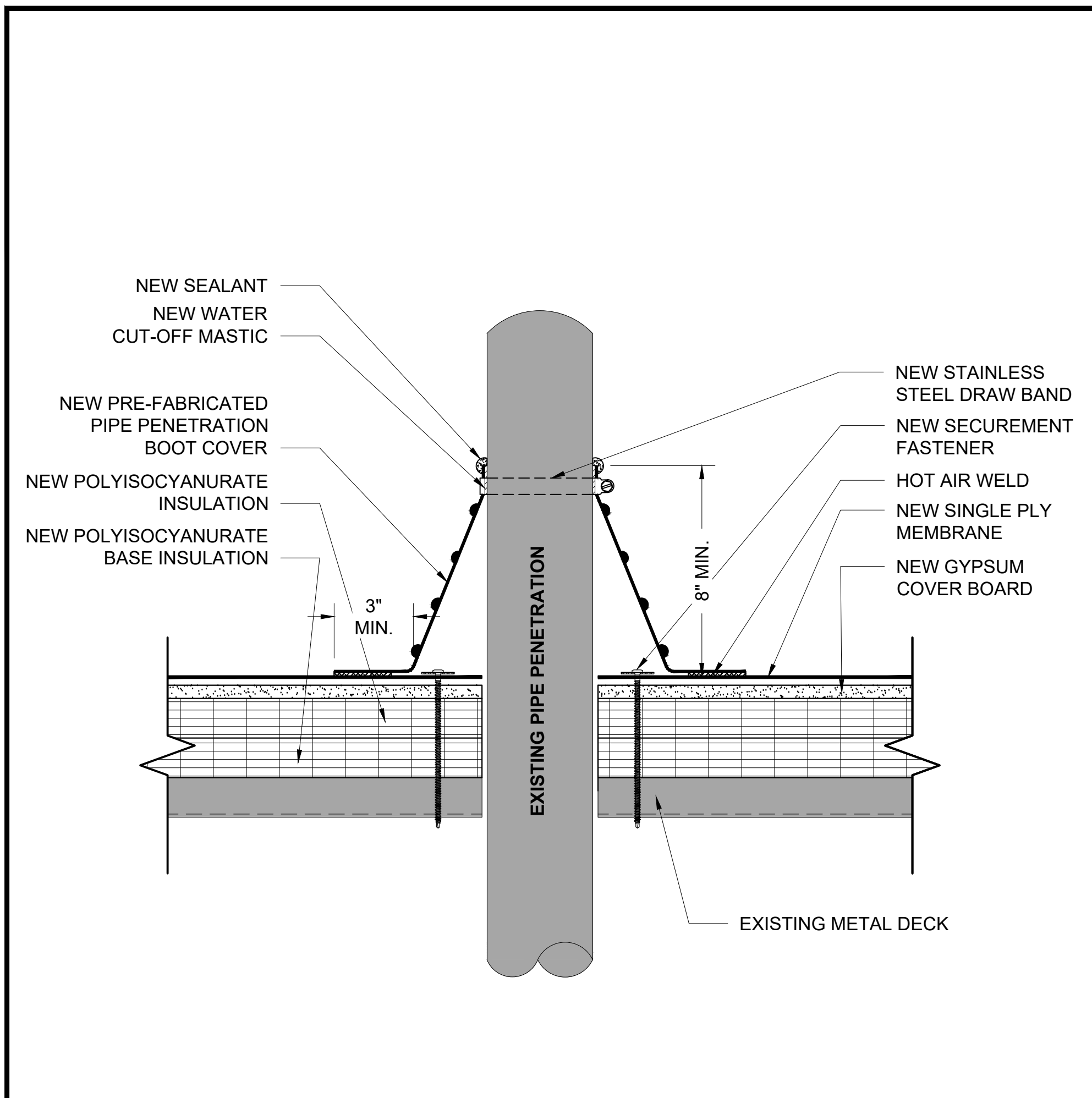
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**DETAILS**

SHEET NUMBER

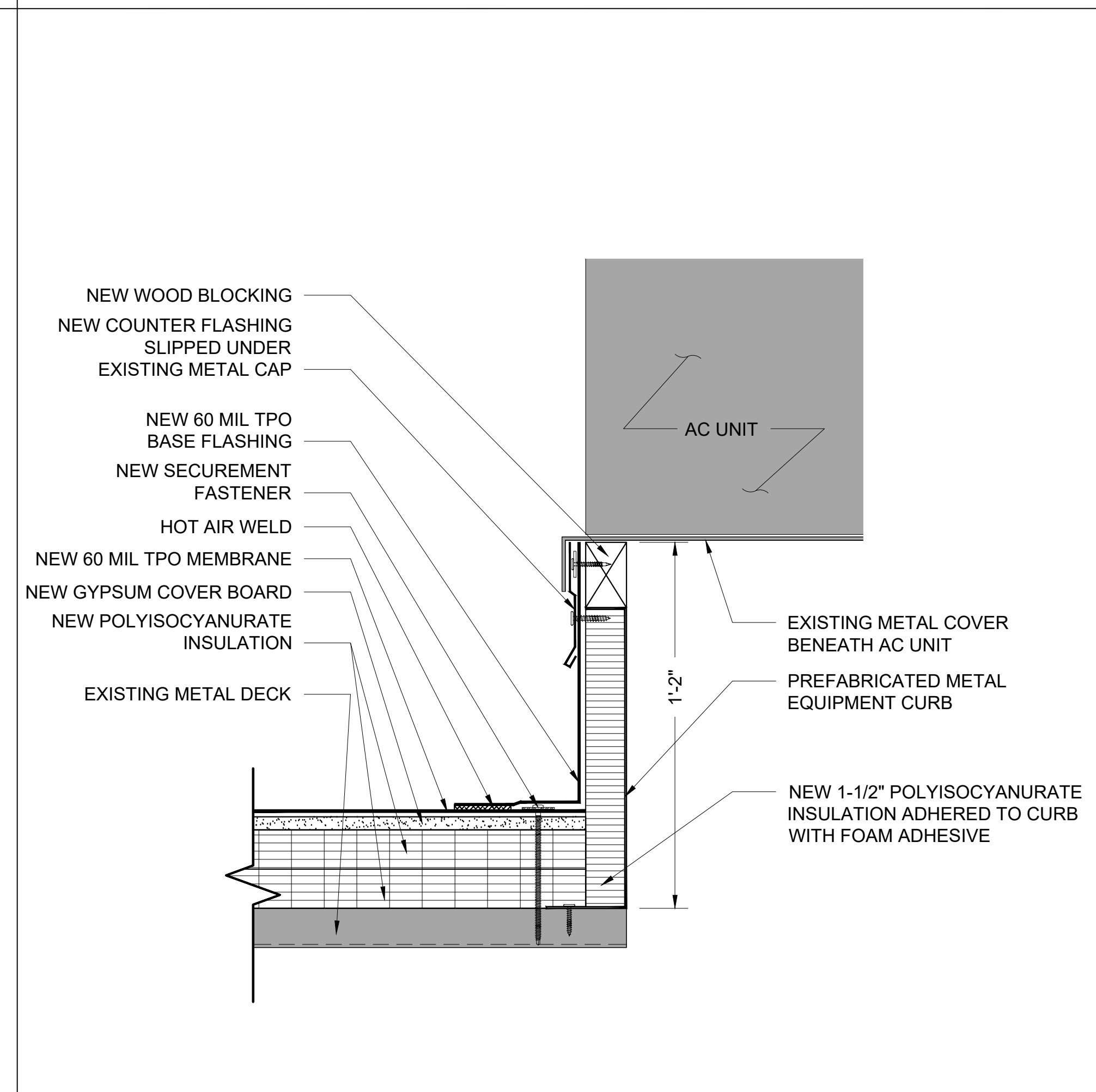
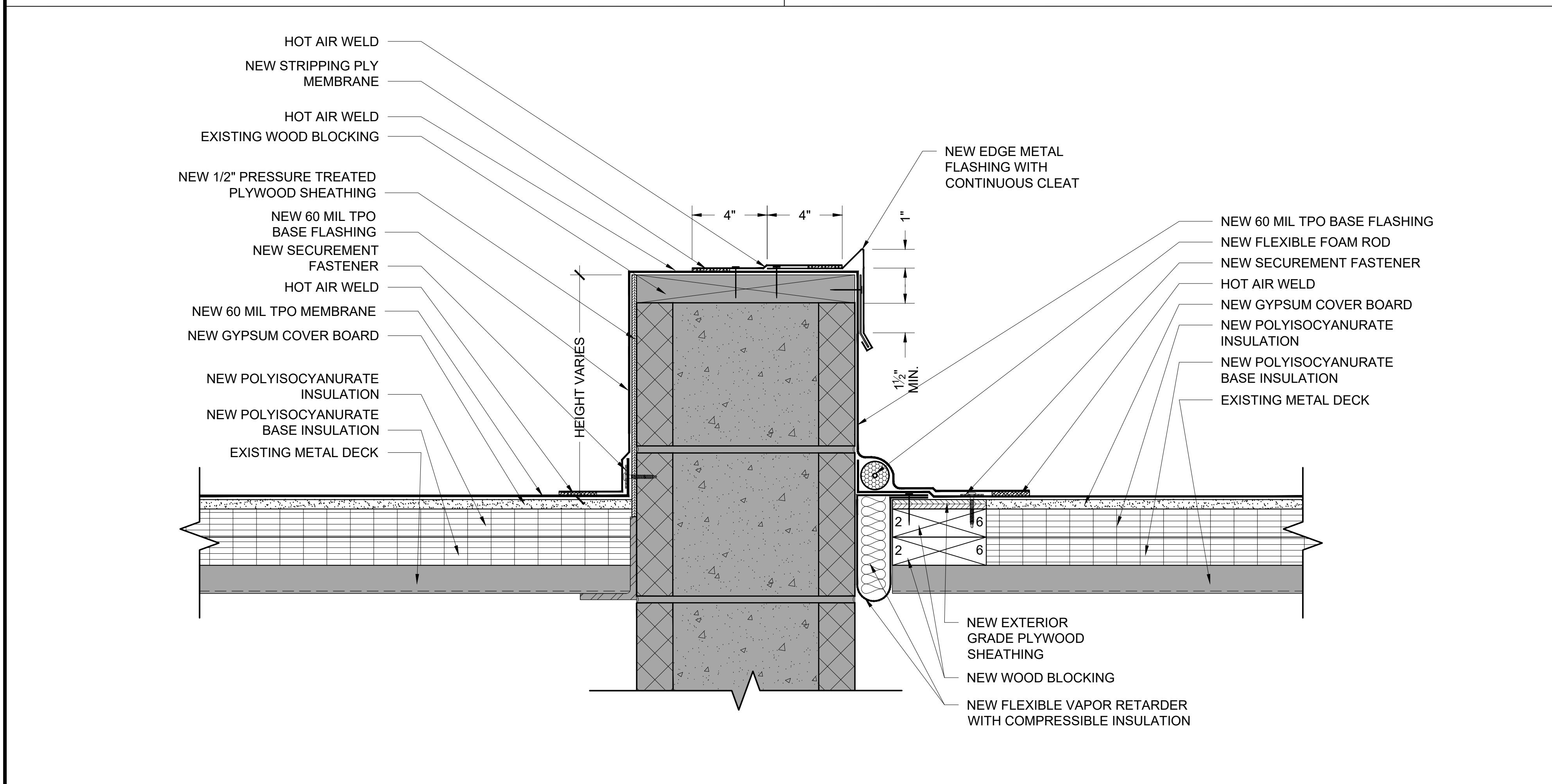
**A5.02**



**7** SOIL VENT DETAIL

**8** GUTTER EXPANSION JOINT

**9** ROOF EXPANSION JOINT DETAIL



**10** WALL EXPANSION JOINT DETAIL

**11** MECHANICAL CURB DETAIL