PROJECT MANUAL

FOR

SOUTH RAMP EXPANSION BID PACKAGE 1

ITB 27-15

CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
CITY OF CHARLOTTE, NORTH CAROLINA

ADVERTISEMENT DATE: OCTOBER 20, 2026

(FEDERALLY FUNDED HORIZONTAL – IFR PERIOD)

ITB NUMBER:	AVIA ITB 27-15
PROJECT NUMBER:	4020902111-1
CONTRACT NUMBER:	TBD

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I. INVITATION TO BID

A. INVITATION TO BID

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

PROJECT NAME:	**SOUTH RAMP EXPANSION BID PACKAGE 1**
ITB NUMBER:	**AVIA ITB 27-15**
BID PORTAL LINK:	**https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=6d3ba612-e005-49a1-9596-745490336563**
PRE-BID MEETING DATE AND TIME:	**October 27, 2026 at 9:00 AM ET**
PRE-BID TYPE:	**Hybrid (in-person and virtual options)**
PRE-BID LOCATION (in-person option):	**CLT Center, 5601 Wilkinson Blvd., Charlotte, NC 28208**
PRE-BID MEETING LINK (virtual option):	**https://teams.microsoft.com/meet/245929418958746?p=zDgrn3MnBtChAdeQX5**
PRE-BID MEETING ID:	**245 929 418 958 746**
PRE-BID MEETING PASSWORD:	**Xd7JY7A5**
BID DUE DATE AND TIME:	**November 23, 2026 at 2:00 PM ET**
BID OPENING LINK:	**https://teams.microsoft.com/meet/291388512253400?p=LMbUAoq3848m2iNgXg**
BID OPENING ID:	**291 388 512 253 400**
BID OPENING PASSWORD:	**eL2tk6ut**

SCOPE OF WORK:
The South Ramp Expansion Program for Charlotte Douglas International Airport (CLT or the Airport) is the first piece of construction of the overall program targeted to enhance capacity and improve efficiency of the terminal ramp by addressing ramp congestion, improving taxi times and enhancing safety. The scope of work will include but is not limited to pavement demolition, cement concrete pavement, asphalt shoulder paving, grading, drainage, erosion and sediment control, pavement markings, and airfield electrical installation.

Bidders may obtain the complete Project Manual, including all plans, drawings, specifications and addenda ("Bid Documents") beginning **October 20, 2026** from the Bid Portal. Bidders may access the bid portal via the Bid Portal link shown above.

Pre-Bid Conference: Attendance at the Pre-Bid Conference is not mandatory but is strongly encouraged. A Pre-Bid conference will be conducted on the date and at the time stated above in-person and via Microsoft Teams (see link and details above).

Title VI Solicitation Notice: The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR §50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age or disability in consideration for an award. **A5.3.1**

Attempts to Influence the Selection Process

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

II. INSTRUCTIONS TO BIDDERS

A. INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

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

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

1.3 **Air Operations Area (AOA).** Any area of the Airport specified in the Airport Security Program in which security measures specified in 49 CFR Part 1500 are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the Secured Area.

1.4 **Airport.** The Charlotte Douglas International Airport, including all areas of land or water used or intended to be used for the landing and takeoff of aircraft and including its buildings and facilities, if any. The term "**CLT**" is synonymous with Airport for the purposes of this procurement and contract.

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

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

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

1.8 **Award.** The acceptance, by the Owner, of the successful bidder's proposal when communicated to the bidder in writing.

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

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

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

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

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

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

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

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

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

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

1.19 **Contract Time.** The number of calendar days or working days, stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.

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

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

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

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

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

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

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

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

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

1.29 **NCDOT Standard Specifications (NCDOT Specs)**. The 2024 edition of the NCDOT Standard Specifications for Roads and Structures published by the North Carolina Department of Transportation.

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

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

1.32 **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.

1.33 **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.

1.34 **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.

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

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

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

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

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

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

1.41 **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 Charlotte Regional area and finally (d) has been in business a minimum of 1 year.

1.42 **Socially and Economically Disadvantaged Individual** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged is not based in whole or in part on race or sex, but is based on whether the individual can meet the relevant criteria described in 49 CFR Part 26.67. Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged.

1.43 **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.

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

1.45 **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.

1.46 **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.

1.47 **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.

1.48 **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.

1.49 **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 Substantial Completion of the Work within **786** 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. Contractor shall achieve Final Completion, including all required final submittals, no later than **60** calendar days from the date of Substantial Completion.

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 will be liable to the City for liquidated damages for the Project as set out below. For time-based damages, the amount listed shall apply for each and every day or any portion thereof that the time employed upon said Work or delivery may exceed the time stipulated for such performance and completion. The term "day" when used in connection with liquidated damages, shall in all instances include any portion of a day that the work is not timely completed.

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

A. Failure to achieve Substantial Completion: **$10,000.00 per calendar day** for each **calendar day** the Contract Time is exceeded.

B. Failure to complete the work required in each of the following Intermediate Completion Times (ICTs), within the earlier expiring of the ICT Duration or by the Completion Deadline. The Owner reserves the right to adjust later occurring ICT durations in the event a prior occurring ICT is not met:

INTERMEDIATE COMPLETION TIME #1 - **Work Area A, Associated Taxiway J4/A Closure, and Proposed Fiber Optic Installation**
Description: Complete Work Area A as shown on Plan Sheet PH-011 and PH-150.
Duration: By Completion Deadline
Completion Deadline: 109 consecutive calendar days from Notice to Proceed
Liquidated Damages: $5.000.00 per calendar day

INTERMEDIATE COMPLETION TIME #2 - Work Areas B and C Associated with Closure of Taxiway A, Taxiway C, Taxiway C9, and Taxiway G
Description: Complete Work Area B and C as shown on Plan Sheet PH-013.
Duration: By Completion Deadline
Work Restrictions: Anticipated full work area availability is January 4, 2028, with closure of Runway 18-36.
Completion Deadline: By July 6, 2028
Liquidated Damages: $5.000.00 per calendar day

INTERMEDIATE COMPLETION TIME #3 - Work Area F
Description: Complete Work Area F as shown on Plan Sheet PH-014, including installation of relocated vehicle service road.
Duration: By Completion Deadline
Work Restrictions: Anticipated full work area availability is July 6, 2028, with completion and opening of re-aligned Taxiway A and temporary Taxiway G (work area B).
Completion Deadline: By January 2, 2029
Liquidated Damages: $5.000.00 per calendar day

INTERMEDIATE COMPLETION TIME #4 - Work Area D1 and E1 Associated with Taxiway C Closure
Description: Complete Work Area D1 and E1 as shown on Plan Sheet PH-014 to enable re-opening of Taxiway C.
Work Restrictions: Anticipated full work area availability is July 6, 2028, with opening of re-aligned Taxiway A and temporary Taxiway G (work area B).
Duration: By Completion Deadline
Completion Deadline: By March 1, 2029
Liquidated Damages: $5,000.00 per calendar day

INTERMEDIATE COMPLETION TIME #5 - Work Area D Associated with Taxiway R Closure
Description: Complete Work Area D as shown on Plan Sheet PH-015.
Work Restrictions: Anticipated full work area availability is January 4, 2028, with closure of Runway 18-36.
Duration: By Completion Deadline
Completion Deadline: By Substantial Completion
Liquidated Damages: $5,000.00 per calendar day

INTERMEDIATE COMPLETION TIME #6 - Work Area E Associated with Taxiway R Closure
Description: Complete Work Area E as shown on Plan Sheet PH-015.
Work Restrictions: Anticipated full work area availability is July 6, 2028, with opening of re-aligned Taxiway A and temporary Taxiway G (work area B).
Duration: By Completion Deadline
Completion Deadline: By Substantial Completion
Liquidated Damages: $5,000.00 per calendar day

INTERMEDIATE COMPLETION TIME #N1 - Night Work: Work Area E2, Taxiway G TOFA
Description: Complete work within the Taxiway G TOFA as shown on Plan Sheet PH-415.
Work Restrictions: Anticipated start is between July and October 2028.
Duration: By Completion Deadline
Completion Deadline: 30 consecutive calendar nights
Liquidated Damages: $5,000.00 per calendar night

INTERMEDIATE COMPLETION TIME #N2 - Night Work: Work Area F1, Ramp Outer Orange Taxilane Object Free Area
Description: Complete work within the Ramp Outer Orange Taxilane and Ramp ADG-V Yellow Taxilane as shown on Plan Sheet PH-415.
Work Restrictions: Anticipated start is between July and October 2028.
Duration: By Completion Deadline
Completion Deadline: 21 consecutive calendar nights
Liquidated Damages: $1,000.00 per calendar night

C. SIDA fence breaches or damage to the SIDA fence:
$25,000.00 per day will be assessed against the Contractor for lack of security oversight (inspector) during SIDA breaches.
$2,000.00 per day will be assessed against the Contractor for damage to the SIDA fence. Work on the new fence must stop immediately and the existing fence must be repaired and returned to service before work can begin again on the new fence. If there are three (3) or more instances, a $2,000.00/instance liquidated damage may be charged at the reasonable discretion of CLT.

D. Nightly Taxiway/Taxilane Closure liquidated damages are as follows and shall be applicable to every work day:
$150 per minute for first 15 minutes the Taxiway/Taxilane remains closed beyond the scheduled reopening.
$250 per minute for each minute thereafter that the Taxiway/Taxilane remains closed beyond the scheduled reopening.

E. Unplanned FAA Power or Communication Outage:
$10,000.00 per hour will be assessed against the contractor for any construction activity or operation that results in an unforeseen outage to FAA equipment.

F. Failure to achieve Final Completion: **$5,000.00 per calendar day** for each **calendar day** the Contract Time is exceeded.

3.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

3.1 This Contract is subject to the requirements of 49 CFR Part 26 – *Participation by DBE in Department of Transportation Financial Assistance Programs* and the City's DBE Program. The City's DBE program, DBE program instructions and DBE forms are hereby incorporated by reference and can be found at:

http://www.cltairport.com/business/business-diversity-programs/dbe-program/

Because this Contract has no DBE Goal, the Bidder is not required to meet a numerical DBE commitment or demonstrate good faith efforts to meet a DBE contract goal under 49 CFR § 26.53(b).The Owner's award of this contract is conditioned upon the Bidder satisfying the good faith effort requirements of 49 CFR §26.53. For additional information regarding compliance with the DBE Program and required forms, please see Section V.

3.2 The U.S. Department of Transportation (USDOT) published and finalized the Final Rule, effective September 25, 2026, with minor modifications to the regulatory framework established by the Interim Final Rule published on October 3, 2025. The Final Rule requires Unified Certification Programs (UCPs) to complete the mandatory reevaluation of DBE firms under the revised eligibility criteria no later than December 24, 2026. At the time of this advertisement, the North Carolina Unified Certification Program (NCUCP) reevaluation process remains underway. Until the NCUCP completes the reevaluation process and notifies USDOT, recipients may not set DBE contract goals or count DBE participation toward an overall or contract goal. Accordingly, the Owner has not, and will not, established a DBE participation goal ("DBE Goal") for this Contract.

After the NCUCP completes the reevaluation process and provides the required notice to USDOT, eligible DBE participation tracking will resume and will be subject to the counting and monitoring requirements of 49 CFR Part 26. The City will administer this Contract in accordance with the Final Rule and applicable USDOT and FAA guidance.

3.3 CLT remains committed to fostering DBE-neutral (race and sex-neutral) small business participation through its federally approved DBE Program's Small Business Element established under 49 CFR § 26.39. Accordingly, CLT strongly encourages bidders to provide meaningful opportunities for small businesses to participate as subcontractors, suppliers, or service providers, consistent with the requirements of the Contract.

3.4 The small business participation terms in this provision apply equally to all eligible small businesses without regard to race, color, sex, national origin, religion, or any other protected status. This provision does not establish a DBE or SBE contract goal, numerical participation requirement, quota, set-aside, or preference.

No specific level of small business participation is required as a condition of award, and a Bidder will not be evaluated based on achieving a particular level of participation. However, each Bidder must comply with the DBE Program and documentation requirements stated in Section V.

3.5 For purposes of this provision, an "Eligible Small Business" is a business that satisfies the size and eligibility requirements established in CLT Airport's approved DBE program plan's Small Business Element (Section 26.39 – Fostering Small Business Participation) and any applicable requirements of 49 CFR Part 26.

Participation is based on the firm's eligibility as a small business and not on the race or gender of its owners. A firm's DBE certification, standing alone, will not result in preferential treatment or DBE credit under this solicitation. A currently or formerly certified DBE may participate as an Eligible Small Business if it independently satisfies the applicable small business eligibility requirements.

3.6 During the period in which DBE goal setting and counting are suspended, participation reported under this provision will be monitored solely as DBE-neutral small business participation and will not be counted toward a DBE contract goal or the Airport's overall DBE goal.

Nothing in this provision authorizes a Bidder or Contractor to represent that the Contract carries a DBE goal. Any potential DBE participation counted after the NCUCP completes the reevaluation process will be determined by the Owner in accordance with 49 CFR Part 26 and then-current USDOT and FAA guidance.

3.7 In addition to all other remedies available to the Owner under this Contract, failure to comply with the applicable requirements of 49 CFR Part 26 or the City's DBE Program—including a failure to require subcontractors at any tier to comply with applicable requirements—may result in the assessment of liquidated damages against the Contractor as set forth in Section V below.

4.0 SITE TOURS

No Site Tour will be scheduled; Bidders may timely notify CLT if they need or desire to visit the entirety of the site or may elect to visit areas accessible to the public at their convenience.

5.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

The applicable terms of FAA Advisory Circular (AC) 150-5370-10H (12-21-18) are included within Section IV.B. General Conditions and the applicable terms of the current (2024) edition of the NCDOT Standard Specifications for Roads and Structures are included within Section IV.C. Supplemental General Conditions. The above Sections shall be read together and interpreted in a coordinated fashion, however, as set forth above, any reasonably irreconcilable inconsistency between the AC 150-5370-10H terms and the NCDOT Standard Specifications shall be resolved in favor of AC 150-5370-10H.

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

6.0 BIDDER REPRESENTATIONS

6.1 Each Bidder by making its Bid represents that it:

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

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

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

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

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

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

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

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

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

6.7 Bidder represents that all reasonable efforts have been employed to obtain the minimum requested Disadvantaged Business Enterprise (DBE) participation as set out in Section 3.0 above. If the DBE goal is not met at the time of bid, bidders will be required to provide Good Faith Efforts documentation as specified in 49 CFR Part 26.53 and Appendix A.

6.8 **TRADE RESTRICTION CERTIFICATION (A23)**

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

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

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

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

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

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

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

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

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

6.9 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)(A26)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

7.0 BID DOCUMENTS

7.1 Documents

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

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

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

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

7.2 Interpretation or Correction of Bidding Documents

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

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

Written requests for clarification must be submitted electronically through the Bid Portal Q&A board. The deadline for submitting written requests for clarification is on November 9, 2026 at 5:00 PM ET.

The point of contact for all submissions and correspondence regarding this ITB is Ryan Lingholm ("ITB Project Manager") who can be contacted through the Q&A Board online in the Bid Portal. If there are technical questions regarding use of the bid portal, please contact the ITB Project Manager at ryan.lingholm@cltairport.com.

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

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

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

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

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

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

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

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

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

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

7.3.1 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.

8.0 BIDDING PROCEDURE

8.1 Form and Style of Bids

Bids shall consist of the following forms:

(1) Bid Form
(2) Certificate of Non-discrimination
(3) DBE Form # 3
(4) DBE Form # 5
(5) Bid Bond
(6) Buy American Certification
(7) Tax Deficiency and Felony Convictions Certification
(8) Lobbying and Influencing Federal Employees Certification

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

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

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

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

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

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

8.2 Sales and Use Tax

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 E-Verify

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

8.4 Iran and Companies that Boycott Israel Divestment Acts

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

8.5 Bid Security

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

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

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

8.6 Electronically Executed Bid Bonds Accepted

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

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

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

8.7 Submission of Bids

Bidders must submit their Bid through the Bid Portal.

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

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

8.8 Modification or Withdrawal of Bid

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

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

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

9.0 CONSIDERATION OF BIDS

9.1 Review of Bids

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

9.2 Opening of Bids

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

9.3 Alternates

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

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

9.4 Rejection of Bids

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

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

B. Bids may be considered non-responsive for reasons such as but not limited to the following:
   1. If the Bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Bid Form is detached.

2. If there are unauthorized additions, known substitutions, conditional or alternate pay items, or irregularities of any kind which make the Bid incomplete, indefinite, or otherwise ambiguous.
3. If the Bid does not contain a unit price for each pay item listed in the Bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.
4. If the Bid is not accompanied by the Bid Bond specified by the Owner.
5. Failure of authorized person to sign Bid Form.
6. Failure to Submit Necessary Forms per this Instruction to Bidders

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

10.0 PRE-AWARD

10.1 Submittals

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

A. The executed Agreement;

B. All post-bid opening DBE documents required (see Special Conditions); and

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

D. Copies of subcontracts that will be used on this Project as required in Section 12.3 below.

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 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 (7) days of contractor's receipt of a period or final payment from the owner.

12.3 Subcontract Review

This Project is federally funded. CLT is required to review every subcontract that is let at every tier pursuant to this Prime Contract and to certify to the FAA that each such subcontract at every tier includes these federal clauses and requirements as set forth herein. **Contractor shall submit to CLT every subcontract at every tier within five (5) business days of the execution of the subcontract for CLT review, and at least fourteen (14) days before the subcontractor is utilized on the project.** Bidders may submit to CLT, with their bid or at any time thereafter, the subcontract form or amended form that bidder or Contractor intends to use in the letting of subcontracts pursuant to this Prime Contract for review and feedback. CLT does not draft nor mandate the form of subcontracts. The review is solely to ensure that the federal clauses required by the FAA are included in the subcontract form. Review of the subcontract form does not relieve the Contractor from the requirement to submit every subcontract at every tier for specific CLT review.

13.0 CONFIDENTIALITY REQUIREMENTS

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

13.2 Confidential Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.3 Restrictions

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

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

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

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

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

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

F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Contractor shall assert these provisions as grounds for

refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

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

13.4 Exceptions

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

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

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

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

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

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

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

13.5 Unintentional Disclosure

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

13.6 Remedies

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

14.0 PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

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

shop drawing submittal documents larger than 11x17, submittal shall be as directed by the Owner or Owner's representative.

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

III. BID FORM AND SUPPLEMENTS

A. ITEMIZED BID

PROJECT NAME: SOUTH RAMP EXPANSION BID PACKAGE 1
Charlotte Douglas International Airport
ITB No.: 27-15

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

_____ Dollars ($_____)

UNIT PRICES

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
1	SP-31-1	FLAGGER	HR	43,000		
2	SP-34-1	CONCRETE CRUSHING/RECYCLING - FAA	TN	12,950		
3	SP-34-2	CONCRETE CRUSHING/RECYCLING - NCDOT	TN	12,950		
4	SP-35-1	ASPHALT CRUSHING/RECYCLING	TN	122,400		
5	SP-36-1	UNDERGROUND UTILITY LOCATION	LS	1		
6	SP-36-2	UTILITY POTHOLES	EA	150		
7	SP-44-1	VISUAL ESCORT	HR	58,000		
8	GP-105-5.1	PROJECT SUSTAINABILITY	LS	1		
9	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1		
10	C-102-5.1	INSTALLATION AND REMOVAL OF TEMPORARY SEDIMENT FENCE	LF	4,640		
11	C-102-5.2	TEMPORARY STONE CONSTRUCTION ENTRANCE	EA	12		
12	C-102-5.3	TEMPORARY SKIMMER SEDIMENT BASIN	EA	1		
13	C-102-5.4	MAINTENANCE OF TEMPORARY SKIMMER SEDIMENT BASIN	EA	3		
14	C-102-5.5	TEMPORARY INLET PROTECTION SILT SOCK	EA	19		
15	C-102-5.6	TEMPORARY INLET PROTECTION BLOCK AND GRAVEL	EA	14		
16	C-102-5.7	TEMPORARY INLET PROTECTION SILT SACK SEDIMENT CONTROL DEVICE	EA	45		
17	C-102-5.8	TEMPORARY INLET PROTECTION EXCAVATED DROP INLET	EA	2		
18	C-102-5.9	TEMPORARY SILT SOCK	LF	1,420		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
19	C-102-5.10	TEMPORARY WATTLE CHECK DAM	EA	108		
20	C-102-5.11	TEMPORARY SEEDING	AC	100		
21	C-102-5.12	COMPOST BLANKET	SY	7,190		
22	C-102-5.13	CONCRETE WASHOUT	EA	1		
23	C-102-5.14	MAINTENANCE OF EXISTING BORROW SITE 2 EROSION CONTROL BMPS	LS	1		
24	C-105-6.1	MOBILIZATION	LS	1		
25	P-101-5-1	PAVEMENT REMOVAL - CONCRETE, FULL DEPTH, DEPTH VARIES	SY	25,500		
26	P-101-5-2	PAVEMENT REMOVAL - BITUMINOUS, FULL DEPTH, DEPTH VARIES	SY	115,800		
27	P-101-5-3	PAVEMENT REMOVAL - BITUMINOUS VSR, DEPTH VARIES	SY	1,700		
28	P-101-5-4	JOINT AND CRACK REPAIR	LF	2,000		
29	P-101-5-5	JOINT AND CRACK REPAIR (TYPE C)	LF	200		
30	P-101-5-6	CONCRETE SPALL REPAIR	SF	250		
31	P-101-5-7	COLD MILLING	SY	5,000		
32	P-101-5-8	REMOVAL OF EXISTING CONCRETE CURB	LF	790		
33	P-101-5-9	REMOVAL OF DRAINAGE PIPE (6 INCH)	LF	40		
34	P-101-5-10	REMOVAL OF DRAINAGE PIPE (12 INCH)	LF	170		
35	P-101-5-11	REMOVAL OF DRAINAGE PIPE (15 INCH)	LF	73		
36	P-101-5-12	REMOVAL OF DRAINAGE PIPE (18 INCH)	LF	184		
37	P-101-5-13	REMOVAL OF DRAINAGE PIPE (24 INCH)	LF	900		
38	P-101-5-14	REMOVAL OF DRAINAGE PIPE (30 INCH)	LF	800		
39	P-101-5-15	REMOVAL OF DRAINAGE PIPE (36 INCH)	LF	1,200		
40	P-101-5-16	REMOVAL OF DRAINAGE PIPE (48 INCH)	LF	270		
41	P-101-5-17	REMOVAL OF EXISTING DRAINAGE INLETS	EA	31		
42	P-101-5-18	REMOVAL OF EXISTING DRAINAGE MANHOLES / JUNCTION BOXES	EA	4		
43	P-101-5-19	REMOVAL OF EXISTING HEADWALL / ENDWALL (15 INCH)	EA	1		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
44	P-101-5-20	REMOVAL OF EXISTING HEADWALL / ENDWALL (18 INCH)	EA	1		
45	P-101-5-21	REMOVAL OF EXISTING HEADWALL / ENDWALL (36 INCH)	EA	3		
46	P-101-5-22	REMOVAL OF EXISTING TRENCH DRAIN	LF	260		
47	P-101-5-23	REMOVAL OF EXISTING RIP RAP	SY	310		
48	P-101-5-24	REMOVAL OF EXISTING FENCE	LF	43		
49	P-101-5-25	REMOVAL OF EXISTING GUARDRAIL	LF	130		
50	P-101-5-26	REMOVAL OF EXISTING RETAINING WALL	LF	142		
51	P-101-5-27	REMOVAL OF EXISTING CONCRETE FOUNDATION	EA	2		
52	P-101-5-28	REMOVAL OF EXISTING GRAVEL	SY	115		
53	P-101-5-29	REMOVAL OF EXISTING STOP SIGN AND TAXIWAY DIRECTION SIGN	EA	2		
54	P-101-5-30	REMOVAL OF EXISTING ELECTRICAL PIT	EA	2		
55	P-101-5-31	REMOVAL OF EXISTING ELECTRICAL VAULT	EA	2		
56	P-101-5.32	ELECTRICAL REMOVAL OF EXISTING FIXTURE/BASE CAN IN SHOULDER PAVEMENT	EA	99		
57	P-101-5.33	ELECTRICAL REMOVAL OF EXISTING FIXTURE/BASE CAN IN FULL STRENGTH PAVEMENT	EA	126		
58	P-101-5.34	ELECTRICAL REMOVAL OF EXISTING FIXTURE/BASE CAN IN TURF	EA	154		
59	P-101-5.35	ELECTRICAL REMOVAL OF EXISTING FIXTURE/BASE CAN IN MILL AND OVERLAY PAVEMENT	EA	1		
60	P-101-5.36	ELECTRICAL REMOVAL OF EXISTING SIGN AND FOUNDATION	EA	42		
61	P-101-5.37	ELECTRICAL REMOVAL OF EXISTING SIGN FOUNDATION	EA	7		
62	P-101-5.38	ELECTRICAL REMOVAL OF EXISTING CONDUIT IN TURF	LF	19,100		
63	P-101-5.39	ELECTRICAL REMOVAL OF EXISTING CONDUIT IN PAVEMENT	LF	16,800		
64	P-101-5.40	ELECTRICAL REMOVAL OF EXISTING CONDUIT IN MILL AND OVERLAY	LF	200		
65	P-101-5.41	ELECTRICAL REMOVAL OF EXISTING DUCT BANK IN TURF	LF	3,100		
66	P-101-5.42	ELECTRICAL REMOVAL OF EXISTING DUCT BANK IN PAVEMENT	LF	3,700		
67	P-101-5.43	ELECTRICAL REMOVAL OF EXISTING MANHOLE/HANDHOLE	EA	13		
68	P-101-5.44	ELECTRICAL REMOVAL OF EXISTING JUNCTION CAN IN TURF	EA	42		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
69	P-151-4.1	CLEARING AND GRUBBING	AC	36		
70	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	129,200		
71	P-152-4.2	MUCK EXCAVATION	CY	10,000		
72	P-152-4.3	UNSUITABLE EXCAVATION	CY	25,000		
73	P-152-4.4	WASTE PLACEMENT, OFF-SITE	CY	113,900		
74	P-152-4.5	EMBANKMENT IN-PLACE, BORROW	CY	149,050		
75	P-153-6.1	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CY	640		
76	P-209-5.1	CRUSHED AGGREGATE BASE COURSE, 6-INCH DEPTH	SY	162,600		
77	P-209-5.2	CRUSHED AGGREGATE BASE COURSE, 10-INCH DEPTH	SY	1,100		
78	P-209-5.3	CRUSHED AGGREGATE BASE COURSE, 12-INCH DEPTH	SY	4,400		
79	P-209-5.4	CRUSHED AGGREGATE BASE COURSE, VARIABLE DEPTH, 23-INCH MIN.	SY	31,200		
80	P-209-5.5	CRUSHED AGGREGATE BASE COURSE FOR REPAIRS	CY	750		
81	P-304-8.1	CEMENT-TREATED AGGREGATE BASE COURSE	SY	160,900		
82	P-306-1.8	LEAN CONCRETE FOR HAUL ROAD	SY	12,500		
83	P-401-8.1	ASPHALT SURFACE COURSE	TN	1,100		
84	P-403-8.1	ASPHALT MIXTURE BASE COURSE	TN	800		
85	P-403-8.2	ASPHALT MIXTURE LEVELING COURSE	TN	600		
86	P-501-8.1	18-INCH CEMENT CONCRETE PAVEMENT	SY	140,250		
87	P-501-8.2	18-INCH CEMENT CONCRETE PAVEMENT (REINFORCED)	SY	16,970		
88	M-103-3.1	MOBILE LIGHTED CLOSED RUNWAY MARKER (CONTRACTOR-FURNISHED)	EA	2		
89	M-103-3.2	CLOSED TAXIWAY MARKER (CONTRACTOR-FURNISHED)	EA	2		
90	M-107-4.1	AVIATION BARRICADES	LF	7,500		
91	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	GAL	15,640		
92	P-605-5.1	JOINT SEALING FILLER	LF	152,880		
93	P-607-5.1	ISOLATION JOINT	LF	4,830		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
94	P-619-6.1	PAINT REMOVAL	SF	55,700		
95	P-620-5.1	INITIAL MARKING (YELLOW, WITHOUT BEADS)	SF	26,510		
96	P-620-5.2	INITIAL MARKING (WHITE, WITHOUT BEADS)	SF	9,420		
97	P-620-5.3	INITIAL MARKING (ORANGE, WITHOUT BEADS)	SF	2,640		
98	P-620-5.4	INITIAL MARKING (BLUE, WITHOUT BEADS)	SF	2,720		
99	P-620-5.5	INITIAL MARKING (RED, WITHOUT BEADS)	SF	2,140		
100	P-620-5.6	FINAL MARKING (YELLOW, WITH BEADS)	SF	38,010		
101	P-620-5.7	FINAL MARKING (WHITE, WITH BEADS)	SF	9,420		
102	P-620-5.8	FINAL MARKING (ORANGE, WITH BEADS)	SF	3,640		
103	P-620-5.9	FINAL MARKING (BLUE, WITH BEADS)	SF	3,320		
104	P-620-5.10	FINAL MARKING (RED, WITH BEADS)	SF	2,140		
105	P-620-5.11	FINAL MARKING (GREEN, NO BEADS)	SF	8,870		
106	P-620-5.12	OUTLINE MARKING (BLACK, NO BEADS)	SF	83,490		
107	P-620-5.13	TUBULAR MARKER	EA	415		
108	F-162-5.1	10' TALL CHAIN-LINK FENCE WITH BARBED WIRE AND CONCERTINA	LF	895		
109	F-163-5.1	ANIT-BURROW BARRIER	LF	45		
110	F-166-5.1	SECURITY GATE ARM AND OPERATOR	EA	2		
111	F-166-5.2	SLIDE GATE AND OPERATOR	EA	2		
112	F-166-5.3	MULTI-TECHNOLOGY LONG RANGE CARD READER	EA	2		
113	F-166-5.4	RED/GREEN TRAFFIC LIGHT, POLE MOUNTED	EA	2		
114	F-166-5.5	CCTV CAMERA, POLE MOUNTED	EA	2		
115	F-166-5.6	OVERHEAD LIGHT ON 30' POLE	EA	2		
116	F-166-5.7	COMMUNICATION ENCLOSURE AND POWER RACK	EA	1		
117	F-166-5.8	POWER PANEL MOUNTED TO EXISTING WALL	EA	1		
118	F-166-5.9	CONCRETE BOLLARD	EA	29		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
119	F-166-5.10	REMOVE EXISTING GATE	LS	1		
120	F-166-5.11	COORDINATE WITH AIRPORT GATE VENDOR	LS	1		
121	133423-1	GUARD BOOTH	EA	2		
122	D-701-5.1	15 INCH CLASS V REINFORCED CONCRETE PIPE	LF	190		
123	D-701-5.2	18 INCH CLASS III REINFORCED CONCRETE PIPE	LF	103		
124	D-701-5.3	18 INCH CLASS V REINFORCED CONCRETE PIPE	LF	749		
125	D-701-5.4	24 INCH CLASS V REINFORCED CONCRETE PIPE	LF	899		
126	D-701-5.5	30 INCH CLASS V REINFORCED CONCRETE PIPE	LF	2,275		
127	D-701-5.6	36 INCH CLASS V REINFORCED CONCRETE PIPE	LF	1,162		
128	D-701-5.7	42 INCH CLASS V REINFORCED CONCRETE PIPE	LF	630		
129	D-701-5.8	54 INCH CLASS V REINFORCED CONCRETE PIPE	LF	1,687		
130	D-701-5.9	60 INCH CLASS V REINFORCED CONCRETE PIPE	LF	444		
131	D-701-5.10	72 INCH CLASS V REINFORCED CONCRETE PIPE	LF	820		
132	D-701-5.11	PIPE ABANDONMENT - 15 INCH	LF	200		
133	D-705-5.1	6 INCH PERFORATED PVC UNDERDRAIN	LF	12,169		
134	D-705-5.2	8 INCH SOLID PVC UNDERDRAIN	LF	1,099		
135	D-705-5.3	UNDERDRAIN CLEANOUT	EA	76		
136	D-750-5.1	AIRCRAFT RATED TRENCH DRAIN - 18 INCH	LF	1,300		
137	D-751-5.1	AIRCRAFT RATED MANHOLE, 4 FT ID	EA	2		
138	D-751-5.2	AIRCRAFT RATED MANHOLE, 5 FT ID	EA	2		
139	D-751-5.3	AIRCRAFT RATED MANHOLE, 7 FT ID	EA	1		
140	D-751-5.4	AIRCRAFT RATED MANHOLE, 8 FT ID	EA	2		
141	D-751-5.5	AIRCRAFT RATED MANHOLE, 9 FT ID	EA	1		
142	D-751-5.6	AIRCRAFT RATED MANHOLE, 10 FT ID	EA	1		
143	D-751-5.7	NCDOT MANHOLE, 4 FT ID	EA	1		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
144	D-751-5.8	NCDOT MANHOLE, 5 FT ID	EA	1		
145	D-751-5.9	AIRCRAFT RATED INLET, 4 FT	EA	4		
146	D-751-5.10	AIRCRAFT RATED INLET, 5 FT	EA	10		
147	D-751-5.11	AIRCRAFT RATED INLET, 6 FT	EA	2		
148	D-751-5.12	AIRCRAFT RATED INLET, 7 FT	EA	3		
149	D-751-5.13	NCDOT DROP INLET, TYPE A	EA	2		
150	D-751-5.14	NCDOT DROP INLET, TYPE D	EA	4		
151	D-751-5.15	AIRCRAFT RATED JUNCTION BOX, TYPE 1	EA	1		
152	D-751-5.16	AIRCRAFT RATED TRENCH DRAIN INLET, TYPE 1	EA	5		
153	D-751-5.17	AIRCRAFT RATED TRENCH DRAIN INLET, TYPE 2	EA	3		
154	D-752-5.1	NCDOT CROSS PIPE END SECTION - 18 INCH	EA	1		
155	T-901-5.1	PERMANENT SEEDING (HYDROSEEDING)	AC	44		
156	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	73,500		
157	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND CONNECTIONS/TERMINATIONS	LF	43,500		
158	L-108-5.3	TEMPORARY NO. 8 AWG 5 KV L-824 TYPE C CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	28,400		
159	L-108-5.4	NO. 4 AWG, 600V, XHHW CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	3,800		
160	L-108-5.5	NO. 6 AWG, 600V, XHHW CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	1,000		
161	L-108-5.6	NO. 8 AWG, 600V, XHHW CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	700		
162	L-108-5.7	NO. 10 AWG, 600V, XHHW CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	1,500		
163	L-110-5.1	1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN CONCRETE PAVEMENT	LF	11,300		
164	L-110-5.2	1 WAY 2-INCH CENTERLINE LIGHT DRAIN CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN CONCRETE PAVEMENT	LF	1,700		
165	L-110-5.3	1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT SHOULDER PAVEMENT	LF	10,900		
166	L-110-5.4	1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN TURF	LF	4,400		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
167	L-110-5.5	1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT PAVEMENT	LF	750		
168	L-110-5.6	1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN MILL AND OVERLAY PAVEMENT	LF	1,000		
169	L-110-5.7	1 WAY 2-INCH DRAIN CONDUIT SCHEDULE 80 PVC - NON-ENCASED IN TURF	LF	1,350		
170	L-110-5.8	1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN EXISTING PAVEMENT	LF	600		
171	L-110-5.9	1 WAY 1/2-INCH CONDUIT RGS - SURFACE MOUNTED TO EXISTING WALL	LF	50		
172	L-110-5.10	1 WAY 2-INCH CONDUIT RGS - SURFACE MOUNTED TO EXISTING WALL	LF	40		
173	L-110-5.11	1 WAY 3/4-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN EXISTING PAVEMENT	LF	120		
174	L-110-5.12	1 WAY 3/4-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT PAVEMENT	LF	90		
175	L-110-5.13	1 WAY 1-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN TURF	LF	40		
176	L-110-5.14	1 WAY 1-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT PAVEMENT	LF	190		
177	L-110-5.15	1 WAY 1-INCH CONDUIT SCHEDULE 40 PVC - CONCRETE ENCASED IN MILL AND OVERLAY PAVEMENT	LF	570		
178	L-110-5.16	2 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT PAVEMENT	LF	80		
179	L-110-5.17	2 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN TURF	LF	70		
180	L-110-5.18	2 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN MILL AND OVERLAY PAVEMENT	LF	180		
181	L-110-5.19	2 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN PAVEMENT	LF	180		
182	L-110-5.20	2 WAY 3-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT PAVEMENT	LF	40		
183	L-110-5.21	2 WAY 3-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN EXISTING PAVEMENT	LF	730		
184	L-110-5.22	2 WAY 3-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN MILL AND OVERLAY PAVEMENT	LF	70		
185	L-110-5.23	2 WAY 4-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN ASPHALT PAVEMENT	LF	30		
186	L-110-5.24	2 WAY 4-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN TURF	LF	50		
187	L-110-5.25	2 WAY 4-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN EXISTING PAVEMENT	LF	980		
188	L-110-5.26	2 WAY 4-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN MILL AND OVERLAY PAVEMENT	LF	70		
189	L-110-5.27	4 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN EXISTING PAVEMENT	LF	150		
190	L-110-5.28	6 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN TURF	LF	3,570		
191	L-110-5.29	6 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN PAVEMENT	LF	4,520		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
192	L-110-5.30	6 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN MILL AND OVERLAY PAVEMENT	LF	150		
193	L-110-5.31	10 WAY 2-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED IN TURF	LF	80		
194	L-110-5.32	4 WAY 4-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED (CLT IT)	LF	360		
195	L-110-5.33	15 WAY 6-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED (DUKE)	LF	360		
196	L-110-5.34	9 WAY 4-INCH DUCT BANK SCHEDULE 40 PVC - CONCRETE ENCASED (AT&T)	LF	360		
197	L-110-5.35	TEMPORARY 1 WAY 2-INCH CONDUIT SCHEDULE 40 PVC - DIRECT EARTH BURIED	LF	10,200		
198	L-110-5.36	1" CORRUGATED INNERDUCT (CLT IT)	LF	63,600		
199	L-112-5.1	DIRECTIONAL DRILL CONDUIT, 1 WAY, 2-INCH HDPE	LF	600		
200	L-112-5.2	DIRECTIONAL DRILL CONDUIT, 2 WAY, 2-INCH HDPE	LF	60		
201	L-112-5.3	DIRECTIONAL DRILL CONDUIT, 2 WAY, 3-INCH HDPE	LF	170		
202	L-115-5.1	ELECTRICAL JUNCTION CAN, L-867D JUNCTION CAN	EA	7		
203	L-115-5.2	ELECTRICAL JUNCTION CAN PLAZA, 2-L-867D JUNCTION CANS	EA	1		
204	L-115-5.3	ELECTRICAL JUNCTION CAN PLAZA, 6-L-867D JUNCTION CANS	EA	14		
205	L-115-5.4	ELECTRICAL JUNCTION CAN PLAZA, 10-L-867D JUNCTION CANS	EA	1		
206	L-115-5.5	TRAFFIC-RATED HANDHOLE (POWER)	EA	7		
207	L-115-5.6	TRAFFIC-RATED HANDHOLE (COMMUNICATIONS)	EA	6		
208	L-115-5.7	TIER 22 POLYMER CONCRETE TRAFFIC-RATED HANDHOLE (POWER)	EA	2		
209	L-115-5.8	TIER 22 POLYMER CONCRETE TRAFFIC-RATED HANDHOLE (COMMUNICATIONS)	EA	2		
210	L-115-5.9	ADJUST EXISTING ELECTRICAL MANHOLE ELEVATION	EA	1		
211	L-115-5.10	TRAFFIC-RATED COMMUNICATION MANHOLE, 4'X4' (CLT IT)	EA	1		
212	L-115-5.11	TRAFFIC-RATED ELECTRICAL MANHOLE, 4'X4' (CLT)	EA	2		
213	L-115-5.12	AIRCRAFT-RATED COMMUNICATION MANHOLE, 4'X4' (CLT IT)	EA	1		
214	L-115-5.13	AIRCRAFT-RATED COMMUNICATION MANHOLE, 12'X6' (AT&T)	EA	1		
215	L-115-5.14	AIRCRAFT-RATED OCTAGONAL UTILITY MANHOLE, 10'X10' (DUKE)	EA	1		
216	L-115-5.15	AIRCRAFT-RATED COMMUNICATION DOGHOUSE MANHOLE	EA	1		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
217	L-125-5.1	MISCELLANEOUS AIRFIELD ELECTRICAL DEMOLITION	LS	1		
218	L-125-5.2	REMOVE EXISTING FIXTURE AND TRANSFORMER, PROTECT EXISTING BASE CAN	EA	72		
219	L-125-5.3	TEMPORARY AIRFIELD LIGHTING AND SIGNAGE	LS	1		
220	L-125-5.4	L-852C(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN CONCRETE PAVEMENT	EA	96		
221	L-125-5.5	L-852C(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN ASPHALT PAVEMENT	EA	4		
222	L-125-5.6	L-852C(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN MILL AND OVERLAY PAVEMENT	EA	4		
223	L-125-5.7	L-852C(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN EXISTING CONCRETE PAVEMENT	EA	4		
224	L-125-5.8	L-852D(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN CONCRETE PAVEMENT	EA	10		
225	L-125-5.9	L-852D(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN ASPHALT PAVEMENT	EA	2		
226	L-125-5.10	L-852D(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN MILL AND OVERLAY PAVEMENT	EA	1		
227	L-125-5.11	L-852K(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN CONCRETE PAVEMENT	EA	92		
228	L-125-5.12	L-852K(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN ASPHALT PAVEMENT	EA	6		
229	L-125-5.13	L-852K(L) LED BIDIRECTIONAL TAXIWAY CENTERLINE LIGHT, INSTALL IN MILL AND OVERLAY PAVEMENT	EA	2		
230	L-125-5.14	L-852T(L) LED IN-PAVEMENT TAXIWAY EDGE LIGHT, INSTALL IN CONCRETE PAVEMENT	EA	16		
231	L-125-5.15	L-852T(L) LED SEMI-FLUSH TAXIWAY EDGE LIGHT, INSTALL IN EXISTING CONCRETE PAVEMENT	EA	1		
232	L-125-5.16	L-852T(L) LED SEMI-FLUSH TAXIWAY EDGE LIGHT, INSTALL IN MILL AND OVERLAY PAVEMENT	EA	1		
233	L-125-5.17	L-853 TAXIWAY RETROREFLECTIVE EDGE MARKER	EA	81		
234	L-125-5.18	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT, INSTALL IN ASPHALT SHOULDER PAVEMENT	EA	138		
235	L-125-5.19	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT, INSTALL IN TURF	EA	12		
236	L-125-5.20	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT, INSTALL IN EXISTING ASPHALT PAVEMENT	EA	6		
237	L-125-5.21	L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT, INSTALL IN MILL AND OVERLAY PAVEMENT	EA	4		
238	L-125-5.22	REMOVE AND REINSTALL L-861T(L) LED ELEVATED TAXIWAY EDGE LIGHT, INSTALL IN TURF	EA	4		
239	L-125-5.23	L-804(L) LED ELEVATED RUNWAY GUARD LIGHT, INSTALL IN ASPHALT SHOULDER PAVEMENT	EA	1		
240	L-125-5.24	L-804(L) LED ELEVATED RUNWAY GUARD LIGHT, INSTALL IN TURF	EA	1		
241	L-125-5.25	L-867B BASE CAN WITH 3/8" STEEL COVER, INSTALL IN ASPHALT SHOULDER PAVEMENT	EA	21		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
242	L-125-5.26	L-867B BASE CAN WITH 3/8" STEEL COVER, INSTALL IN TURF	EA	7		
243	L-125-5.27	L-868B BASE CAN WITH 3/4" STEEL COVER, INSTALL IN ASPHALT PAVEMENT	EA	5		
244	L-125-5.28	L-868B BASE CAN WITH 3/4" STEEL COVER, INSTALL IN CONCRETE PAVEMENT	EA	28		
245	L-125-5.29	INSTALL 3/8” STEEL BLANK COVER ON EXISTING L-867B BASE CAN	EA	48		
246	L-125-5.30	INSTALL 3/4" STEEL BLANK COVER ON EXISTING L-868B BASE CAN	EA	27		
247	L-125-5.31	L-858(L) LED SIGN, SIZE 2, 2-MODULE, INSTALL ON CONCRETE PAVEMENT	EA	1		
248	L-125-5.32	L-858(L) LED SIGN, SIZE 2, 3-MODULE, INSTALL ON CONCRETE PAVEMENT	EA	3		
249	L-125-5.33	L-858(L) LED SIGN, SIZE 2, 4-MODULE, INSTALL ON CONCRETE PAVEMENT	EA	4		
250	L-125-5.34	L-858(L) LED SIGN, SIZE 3, 1-MODULE ON NEW FOUNDATION	EA	1		
251	L-125-5.35	L-858(L) LED SIGN, SIZE 3, 2-MODULE ON NEW FOUNDATION	EA	4		
252	L-125-5.36	L-858(L) LED SIGN, SIZE 3, 3-MODULE ON NEW FOUNDATION	EA	5		
253	L-125-5.37	L-858(L) LED SIGN, SIZE 3, 4-MODULE ON NEW FOUNDATION	EA	5		
254	L-125-5.38	L-858(L) LED SIGN, SIZE 3, 5-MODULE (3-MODULE + 2-MODULE), INSTALL ON NEW FOUNDATION	EA	1		
255	L-125-5.39	RELOCATE SIZE 3, 2-MODULE SIGN WITH NEW SIGN PANELS, INSTALL ON NEW FOUNDATION	EA	2		
256	L-125-5.40	RELOCATE SIZE 3, 4-MODULE SIGN WITH NEW SIGN PANELS, INSTALL ON NEW FOUNDATION	EA	2		
257	L-125-5.41	SIGN PANEL REPLACEMENT	EA	5		
258	L-125-5.42	ALCMS MODIFICATIONS (MANUFACTURER) ($50,000)	AL	1	$50,000.00	$50,000.00
259	L-125-5.43	ALCMS MODIFICATIONS (CONTRACTOR)	LS	1		
260	L-125-5.44	INSTALL RELOCATED VSR STOP SIGN COMBO WITH FLASHING LIGHTS	LS	1		
261	L-125-5.45	INSTALL NEW VSR STOP SIGN COMBO WITH FLASHING LIGHTS WITH MICROWAVE SENSOR SYSTEM	LS	1		
262	L-125-5.46	PROCURE L-858(L) SIGN PANELS (RUNWAY 18-36)	EA	68		
263	L-125-5.47	PROCURE L-858(L) LED SIGN, SIZE 3, 1-MODULE (RUNWAY 18-36)	EA	1		
264	L-125-5.48	PROCURE L-858(L) LED SIGN, SIZE 3, 2-MODULE (RUNWAY 18-36)	EA	9		
265	L-125-5.49	PROCURE L-858(L) LED SIGN, SIZE 3, 3-MODULE (RUNWAY 18-36)	EA	10		
266	L-125-5.50	PROCURE L-858(L) LED SIGN, SIZE 3, 4-MODULE (RUNWAY 18-36)	EA	4		

BID NO.	ITEM NO.	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
267	L-125-5.51	VSR STOP SIGN COMBINATION TAXIWAY DESIGNATION SIGN	EA	1		
268	L-128-5.1	PHOTOMETRIC TESTING	LS	1		
269	262414-5.1	COORDINATE NEW UTILITY SERVICE WITH DUKE ENERGY	LS	1		
270	271000-4.1	12-STRAND SINGLE-MODE FIBER OPTIC CABLE, INSTALLED IN DUCT BANK OR CONDUIT (CLT IT)	LF	1100		
271	271000-4.2	24-STRAND SINGLE-MODE FIBER OPTIC CABLE, INSTALLED IN DUCT BANK OR CONDUIT (CLT IT)	LF	21200		
272	271300-5.1	24-STRAND SINGLE-MODE FIBER OPTIC CABLE, INSTALLED IN DUCT BANK OR CONDUIT (ANG)	LF	42400		
273	R-610-5.1	NCDOT ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5C	TN	3800		
274	R-610-5.2	NCDOT ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C	TN	5900		
275	R-876-5.1	RIP RAP, CLASS I, 14" DEPTH	SY	23		
276	R-876-5.2	RIP RAP, CLASS B, 12" DEPTH	SY	36		
277	R-1600-5.1	SAFETY FENCE	LF	4770		
278	W-101-5.1	WATER MAIN PIPE (12" RJ DIP)	LF	350		
279	SP-40-1	GENERAL ALLOWANCE ACCOUNT ($4,994,400.00)	AL	1	$4,994,400.00	$4,994,400.00
		Unit Price Total Amount (Base Bid)				

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

BID GUARANTEE

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

_____ Dollars ($_____)

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

BID SUPPLEMENTS

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

Certificate of Non-Discrimination
DBE Form # 3
DBE Form # 5
Bid Bond
Buy American Certification
Tax Delinquency and Felony Convictions Certification
Lobbying and Influencing Federal Employees Certification

Form copies of DBE Form #3 and DBE Form #5 can be found at:

http://www.cltairport.com/doingbusinesswithCLT/pages.default.aspx

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

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

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

B. EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

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

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

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

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

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

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

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

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

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____

C. COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: _____

Name of Company (Bidder): _____

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

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

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

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

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

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

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

By: _____
Signature of Authorized Official

Title: _____

D. BUY AMERICAN CERTIFICATION

Certificate of Compliance with FAA Buy American Preference - Construction Projects (A3.3.2)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States;
c) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

a) To provide to the Owner or the FAA evidence that documents the source and origin of the iron, steel and/or manufactured product.
b) To faithfully comply with providing US domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

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

a) To the submit to the Owner or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

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

Date	Signature
Company Name	Title

E. TAX DELINQUENCY AND FELONY CONVICTIONS (A21)

Certification of Bidder/Offeror Regarding Tax Delinquency and Felony Convictions

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

Certifications

a) The applicant represents [ ] it is OR [ ] it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents [ ] it is OR [ ] it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

By: _____
Signature of Authorized Official

Title: _____
(Certification signature should be same as Contract signature)

F. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (A16)

Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____
Signature of Authorized Official

Title: _____
(Certification signature should be same as Contract signature)

G. DAVIS-BACON WAGE DETERMINATION (A9)

Pursuant to Section IV.E.9 of the Contract, all laborers and mechanics employed or working upon the site of the Work will be paid at rates not less than those contained in the following wage determination of the Secretary of labor:

[Begins on next page.]

"General Decision Number: NC20260073 05/18/2026

State: North Carolina

Construction Types: Heavy

Counties: North Carolina Counties of
Mecklenburg

Excludes Dredging

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUNC2011-054 08/26/2011

	Rates	Fringes
TRUCK DRIVER	$ 13.63	1.20
OPERATOR: LOADER	$ 15.00	2.67
OPERATOR: BULLDOZER	$ 14.63	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 18.00	3.68
LABORER: PIPELAYER	$ 12.98	3.10
LABORER: COMMON OR GENERAL	$ 11.00	0.25
ELECTRICIAN	$ 15.41	3.13
CARPENTER, INCLUDES FORM WORK	$ 13.98	0.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ◆SU◆, ◆UAVG◆, ◆SA◆, or ◆SC◆ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

```
            200 Constitution Avenue, N.W.
            Washington, DC 20210
2) If an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:
            Wage and Hour Administrator
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210
The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
            Administrative Review Board
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210.
===============================================================
          END OF GENERAL DECISION
"
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IV. CONTRACT REQUIREMENTS AND FORMS

A. CONTRACT

This Contract is made and entered into this _____ day of _____, 2027 (the "Effective Date"), by and between the City of Charlotte, a North Carolina municipal corporation ("City") and _____, a [insert corporate description] ("Contractor").

RECITALS

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

WHEREAS, the City issued An Invitation to Bid dated October 20, 2026 requesting bids from qualified firms for the following project**: South Ramp Expansion Bid Package 1** (the "Project"). This Invitation to Bid, together with all attachments and addenda, is referred to herein as the "ITB";

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

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

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

CONTRACT

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

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

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

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

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

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

Owner as satisfactorily completed in accordance with the Contract. As of the date of execution of this Contract, the Contract Price is [insert contract sum]. The final Contract Price will be determined upon completion and acceptance of the Work by the Owner and shall incorporate all the approved Contract Items of Work and, to the extent applicable, Change Orders and liquidated damages as described in Paragraph 6 below. Contractor will be paid pursuant to Section IV.B,§90-06.

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

Zero % (0%)

5.0 CONTRACT TIME. The date of commencement of the Work shall be fixed in a written Notice of Proceed from the Owner to the Contractor. The Contract Time shall be measured from the date of commencement. The Contractor shall achieve Substantial Completion of the Work not later than **786 calendar days** from the date of commencement. Contractor shall achieve Final Completion of the Work, including all required final submittals, not later than **60 calendar days** from the earlier of the date Substantial Completion was due or was achieved. Contractor shall notify the Owner in writing at least 48 hours in advance of the time actual construction operations will begin.

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

A. Failure to achieve Substantial Completion: **$10,000.00 per calendar day** for each **calendar day** the Contract Time is exceeded.

B. Failure to complete the work required in each of the following Intermediate Completion Times (ICTs), within the earlier expiring of the ICT Duration or by the Completion Deadline. The Owner reserves the right to adjust later occurring ICT durations in the event a prior occurring ICT is not met:

INTERMEDIATE COMPLETION TIME #1 - **Work Area A, Associated Taxiway J4/A Closure, and Proposed Fiber Optic Installation**
Description: Complete Work Area A as shown on Plan Sheet PH-011 and PH-150.
Duration: By Completion Deadline
Completion Deadline: 109 consecutive calendar days from Notice to Proceed
Liquidated Damages: $5.000.00 per calendar day

INTERMEDIATE COMPLETION TIME #2 - Work Areas B and C Associated with Closure of Taxiway A, Taxiway C, Taxiway C9, and Taxiway G
Description: Complete Work Area B and C as shown on Plan Sheet PH-013.
Duration: By Completion Deadline
Work Restrictions: Anticipated full work area availability is January 4, 2028, with closure of Runway 18-36.
Completion Deadline: By July 6, 2028
Liquidated Damages: $5.000.00 per calendar day

INTERMEDIATE COMPLETION TIME #3 - Work Area F
Description: Complete Work Area F as shown on Plan Sheet PH-014, including installation of relocated vehicle service road.
Duration: By Completion Deadline
Work Restrictions: Anticipated full work area availability is July 6, 2028, with completion and opening of re-aligned Taxiway A and temporary Taxiway G (work area B).
Completion Deadline: By January 2, 2029
Liquidated Damages: $5.000.00 per calendar day

INTERMEDIATE COMPLETION TIME #4 - Work Area D1 and E1 Associated with Taxiway C Closure
Description: Complete Work Area D1 and E1 as shown on Plan Sheet PH-014 to enable re-opening of Taxiway C.
Work Restrictions: Anticipated full work area availability is July 6, 2028, with opening of re-aligned Taxiway A and temporary Taxiway G (work area B).
Duration: By Completion Deadline
Completion Deadline: By March 1, 2029
Liquidated Damages: $5,000.00 per calendar day

INTERMEDIATE COMPLETION TIME #5 - Work Area D Associated with Taxiway R Closure
Description: Complete Work Area D as shown on Plan Sheet PH-015.
Work Restrictions: Anticipated full work area availability is January 4, 2028, with closure of Runway 18-36.
Duration: By Completion Deadline
Completion Deadline: By Substantial Completion
Liquidated Damages: $5,000.00 per calendar day

INTERMEDIATE COMPLETION TIME #6 - Work Area E Associated with Taxiway R Closure
Description: Complete Work Area E as shown on Plan Sheet PH-015.
Work Restrictions: Anticipated full work area availability is July 6, 2028, with opening of re-aligned Taxiway A and temporary Taxiway G (work area B).
Duration: By Completion Deadline
Completion Deadline: By Substantial Completion
Liquidated Damages: $5,000.00 per calendar day

INTERMEDIATE COMPLETION TIME #N1 - Night Work: Work Area E2, Taxiway G TOFA
Description: Complete work within the Taxiway G TOFA as shown on Plan Sheet PH-415.
Work Restrictions: Anticipated start is between July and October 2028.
Duration: By Completion Deadline
Completion Deadline: 30 consecutive calendar nights
Liquidated Damages: $5,000.00 per calendar night

INTERMEDIATE COMPLETION TIME #N2 - Night Work: Work Area F1, Ramp Outer Orange Taxilane Object Free Area
Description: Complete work within the Ramp Outer Orange Taxilane and Ramp ADG-V Yellow Taxilane as shown on Plan Sheet PH-415.
Work Restrictions: Anticipated start is between July and October 2028.
Duration: By Completion Deadline
Completion Deadline: 21 consecutive calendar nights
Liquidated Damages: $1,000.00 per calendar night

C. SIDA fence breaches or damage to the SIDA fence:
$25,000.00 per day will be assessed against the Contractor for lack of security oversight (inspector) during SIDA breaches.
$2,000.00 per day will be assessed against the Contractor for damage to the SIDA fence. Work on the new fence must stop immediately and the existing fence must be repaired and returned to service before work can begin again on the new fence. If there are three (3) or more instances, a $2,000.00/instance liquidated damage may be charged at the reasonable discretion of CLT.

D. Nightly Taxiway/Taxilane Closure liquidated damages are as follows and shall be applicable to every work day:
$150 per minute for first 15 minutes the Taxiway/Taxilane remains closed beyond the scheduled reopening.
$250 per minute for each minute thereafter that the Taxiway/Taxilane remains closed beyond the scheduled reopening.

E. Unplanned FAA Power or Communication Outage:
$10,000.00 per hour will be assessed against the contractor for any construction activity or operation that results in an unforeseen outage to FAA equipment.

F. Failure to achieve Final Completion: **$5,000.00 per calendar day** for each **calendar day** the Contract Time is exceeded.

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

8.0 DBE GOAL.

The Interim Final Rule (IFR) published and effective on October 3, 2025 required that all certified DBEs be re-evaluated based on revised criteria. At the time of this advertisement, the applicable re-evaluation period is underway and the IFR has suspended all DBE goal setting and the counting of DBE participation towards any goals. For that reason, the Owner has not established a DBE participation goal ("DBE Goal") for this Contract.

At some future time, the FAA may require the setting of goals and the counting of participation to resume. In that event, the City and the Contractor shall comply with any future federal guidance.

This Contract is subject to the terms and conditions of 49 CFR Part 26 and the City's DBE Program in connection with subcontracting opportunities that may arise during the term of this Contract. The Contractor hereby agrees to comply with the requirements of 49 CFR Part 26 and the City's DBE Program, and shall require subcontractors at any tier to so comply.

The Contractor shall thoroughly examine and be familiar with provisions of 49 CFR Part 26 and the DBE Program. The Contractor agrees to abide by the terms and conditions of the DBE Program, a complete copy of which is available at www.cltairport.com – select "Business with CLT" – select "DBE and Charlotte Business

INClusion Programs." The Contractor further agrees to report payments and all other information related to the DBE Program as may be required or requested by the City, and to submit this documentation into the InclusionCLT system, or subsequent software platform provided by the City, or in such other manner as may be prescribed, and further require that its Subcontractors provide such documentation and information through the same system. Execution of the Contract shall constitute an acknowledgment upon which the City may rely that the Contractor has thoroughly examined, and is familiar with said regulations and Contract requirements.

[SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE]

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

CONTRACTOR: _____
Address: _____
_____
_____

Federal Tax ID: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CHARLOTTE

By: _____

Printed Name: _____

Title: _____

Date: _____

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

_____
Director of Finance Date

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 DBE FORM #4 – LETTERS OF INTENT**

B. GENERAL CONDITIONS

FAA AC 150-5370-10H (12-21-18)

SECTION 10 – DEFINITION OF TERMS

When the following terms are used in these specifications, in the Contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-1 AASHTO. The American Association of State Highway and Transportation Officials.

10-2 Access Road. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.

10-3 Advertisement. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-4 Airport. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.

10-5 Airport Improvement Program (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-6 Air Operations Area (AOA). The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-7 Apron. Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.

10-8 ASTM International (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-9 Award. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-10 Bidder. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-11 Building Area. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-12 Calendar Day. Every day shown on the calendar.

10-13 Certificate of Analysis (COA). The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

10-14 Certificate of Compliance (COC). The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.

10-15 Change Order. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.

10-16 Contract. A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.

10-17 10-17 Contract Item (Pay Item). A specific unit of work for which a price is provided in the contract.

10-18 Contract Time. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-19 Contractor. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-20 Contractors Quality Control (QC) Facilities. The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

10-21 Contractor Quality Control Program (CQCP). Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

10-22 Control Strip. A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

10-23 Construction Safety and Phasing Plan (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-24 Drainage System. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-25 Engineer (may also be referred to as Resident Project Representative (RPR)). The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

10-26 Equipment. All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-27 Extra Work. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.

10-28 FAA. The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

10-29 Federal Specifications. The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

10-30 Force Account.

a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.

b. Owner Force Account - Work performed for the project by the Owner's employees.

10-31 Intention of Terms. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-32 Lighting. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-33 Major and Minor Contract Items. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-34 Materials. Any substance specified for use in the construction of the contract work.

10-35 Modification of Standards (MOS). Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

10-36 Notice to Proceed (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-37 Owner. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Charlotte, Aviation Department. Owner is also referred to as CLT (Charlotte Douglas International Airport).

10-38 Passenger Facility Charge (PFC). Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.

10-39 Pavement Structure. The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.

10-40 Payment bond. The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-41 Performance bond. The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-42 Plans. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'

10-43 Project. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-44 Proposal. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-45 Proposal guaranty. The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.

10-46 Quality Assurance (QA). Owner's responsibility to assure that construction work completed complies with specifications for payment.

10-47 Quality Control (QC). Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

10-48 Quality Assurance (QA) Inspector. An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-49 Quality Assurance (QA) Laboratory. The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.

10-50 Resident Project Representative (RPR). The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.

10-51 Runway. The area on the airport prepared for the landing and takeoff of aircraft.

10-52 Runway Safety Area (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

10-53 Safety Plan Compliance Document (SPCD). Details how the Contractor will comply with the CSPP.

10-54 Specifications. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-55 Sponsor. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-56 Structures. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-57 Subgrade. The soil that forms the pavement foundation.

10-58 Superintendent. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

10-59 Supplemental Agreement. A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

10-60 Surety. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-61 Taxilane. A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

10-62 Taxiway. The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-63 Taxiway/Taxilane Safety Area (TSA). A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

10-64 Work. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-65 Working day. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

10-66 Owner Defined terms. Refer to Instructions to Bidders, Section 1.0 Definitions, and Project Controls Requirements, Section 101.

END OF SECTION 10

SECTION 20 – INTENTIONALLY DELETED

SECTION 30 – INTENTIONALLY DELETED

SECTION 40 – SCOPE OF WORK

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, Limitation of Operations. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, Contractor's Responsibility for Utility Service and Facilities of Others.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

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

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

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

Except as provided in Section 40, paragraph 40-07, Rights in and Use of Materials Found in the Work, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

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

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
b. Remove such material from the site, upon written approval of the RPR; or
c. Use such material for the Contractor's own temporary construction on site; or,
d. Use such material as intended by the terms of the contract.

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

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

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

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

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

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

END OF SECTION 40

SECTION 50 – CONTROL OF WORK

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

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

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final. The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. See "Project Specific Special Provisions."

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): PDF, XML, CAD and field notes (MS Word, Notepad, PDF, etc.) Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans

and specifications or to act as foreman for the Contractor.
QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

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

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

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.
Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-15 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall submit a written claim to the RPR in accordance with Section 6 of the Supplemental General Conditions entitled Claims for Adjustments and Disputes.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

SECTION 60 – CONTROL OF MATERIALS

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

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

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

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

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.
Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

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

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

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

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

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

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

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

60-05 Engineer/Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner- furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP will be provided by the RPR in order to develop the Contractor's Safety Plan Compliance Document (SPCD) as required. Refer to the plans for the construction safety and phasing plan sheets.

70-09 Use of explosives. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

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

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

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

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referencedtheir location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non- execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

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

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

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been

indicated on the plans and/or in the contract documents. Contractor is to be mindful of the numerous utility service lines that transverse the project site. Known utilities and their approximate locations are identified in the plans and include, but are not limited to storm drainage, sanitary sewer, fiber optic communication, and Duke Energy distribution lines. Contractor to coordinate existing utilities per the plans, and upon coordination with CDIA.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project potentially include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of- Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the

Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

END OF SECTION 70

SECTION 80 – EXECUTION AND PROGRESS

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 calendar days of the NTP date. The Contractor shall notify the RPR at least 48 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance within thirty (30) calendar days of the Effective Date of Contract. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 48 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared in accordance with Project Controls Requirements. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the

Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediatelyobey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently.

Refer to the CS-series of the plans for this information.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

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

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

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

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the

contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds

the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 – MEASUREMENT AND PAYMENT

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

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

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

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 Payment for Extra Work.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, No Waiver of Legal Rights.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, Alteration of Work and Quantities, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, Omitted Items, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, Extra Work, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, Payment for Materials on Hand. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

A. From the total of the amount determined to be payable on a partial payment, ten percent (10%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

    (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

    (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

B. Per NCGS 22C-3 and this Contract, the Contractor is required to pay all subcontractors for satisfactory performance of their subcontracts no later than 7 days after the Contractor has received a partial payment for such subcontract work. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

C. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental

agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner.

Request for payment of stored or stockpiled materials must meet the following conditions to qualify for early payment:

- The delivered cost of the materials requested for a line item exceeds **$50,000**; and
- The material is not scheduled to be incorporated into the Work within ninety (90) days.

Prior to including delivered costs of stored or stockpiled materials in a request for partial payment, the Contractor must meet the following conditions:

a. The Contractor has received written approval from the Owner to request payment for the materials on hand.

b. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

c. The Contractor has furnished the Owner with acceptable evidence of the quantity and quality of such stored or stockpiled materials. The Contractor shall provide an inventory schedule detailing the specific type of stored materials for which payment is requested, including but not limited to, quantities, types and sizes. The inventory schedule must identify the associated contract scope or pay item under which the stored materials will be installed.

d. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

e. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

f. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Payment for materials on hand shall be applied against the associated contract scope or pay item. The Contractor's progress payment for the contract scope or pay item will be withheld until the value of the Work exceeds the material payment previously made.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this Section 90-07.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 Partial Payments, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

e. Any and all interest on monies placed in such an escrow account by the Owner shall accrue to the Owner, except for any statutory interest that may be due to the Contractor for late payment.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, Final Acceptance, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, Claims for Adjustment and Disputes.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, Contractor Final Project Documentation, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, Claims for Adjustments and Disputes, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this

warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of five (5) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, Final Cleanup.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SECTION 100 – CONTRACTOR QUALITY CONTROL PROGRAM

See Specification Item C-100 Contractor Quality Control Program.

END OF SECTION 100

SECTION 101 – PROJECT CONTROLS REQUIREMENTS

101-01 DEFINITIONS

01.01 Activity. A component of work to be accomplished in a set period of time to achieve the overall project goals.

01.02 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.

01.03 Cost Performance Index (CPI). This index measures the value of work completed against the actual cost to perform this work on the project. The Cost Performance Index analyzes the cost efficiency of the project. CPI = EV/AC.

01.04 Cost Variance (CV). A comparison of the budgeted cost of work performed to the actual cost of the work performed. The cost variance evaluates the financial performance of the project. CV = EV-AC.

01.05 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.

01.06 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.

01.07 Earned Value. The value of work performed expressed in terms of the approved budget assigned to that work for a schedule activity or work breakdown structure component. The Earned Value is also referred to as the budgeted cost of work performed (BCWP).

01.08 Effective Date of Contract Approval. The day after the Contract is approved by City Council.

01.09 Four (4) Week Lookahead Schedule. A detailed 4 week lookahead schedule to include the current week and the three (3) following weeks of activities taken from the Project Schedule. The intent of this plan shall be to keep all parties informed of upcoming activities, identify potential work conflicts, and identify critical activities that are required to be finished in a planned, sequenced, and timely manner. The plan shall include aspects of Project Administration, Procurement/Delivery, Construction, and Startup / Commissioning activities. The plan should also include equipment deliveries, materials needed, permits, work plans, hold points, contract interfaces and other appropriate activities required for a complete plan.

01.10 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.

01.11 Intermediate Milestones. Used to mark the completion of a phase, completion of a major scope item, and other key dates as defined by the Construction Documents. This also include key dates of importance to the Contractor.

01.12 Open-Ended Activity. Any activity that is not logically linked to a preceding or succeeding task- dependent activity.

01.13 Out of Sequence Activities. Any activity that is in progress or has been completed before one or more of its predecessors.

01.14 Owner Identified Milestones. Key Dates for Operations, Security, and Other Coordination Efforts Which Will Be Provided By CDIA.

01.15 Planned Value. The sum of the budgets for all work scheduled to be accomplished within a given time period in the approved Baseline Schedule. The Planned Value is also referred to as the budgeted cost of work scheduled (BCWS).

01.16 Project Baseline Schedule / Full Schedule. Schedule view that is cost loaded, 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.

01.17 Project Calendars. Calendars define the available 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.

01.18 Recovery Schedule. A schedule developed by the Contractor at the direction of the Owner when Critical Path activities set forth in the Baseline Schedule, Intermediate Milestones, or Owner Identified Milestones are forecast to be delayed by 15 or more calendar days.

01.19 Risk Management. The identification, evaluation, and prioritization of risks on the project. Risk include but are not limited to safety and occupational risk, financial risk, project schedule risk, and contractual risk.

01.20 Schedule Adherence (SA). A comparison of planned to actual activities starts and finishes for the month that evaluates the efficiency of the schedule.

01.21 Schedule Performance Index (SPI). This index measures the work performed on the project against the work planned in the schedule. If the SPI is 1, then the project is progressing exactly as planned. If the value is less than 1, the project is behind schedule and if the value is greater than 1, the project is ahead of schedule. SPI = EV/PV.

01.22 Schedule Variance (SV). A comparison of the budgeted cost of work performed to the budgeted cost of work scheduled. The schedule variance evaluates is the work performed is ahead or behind schedule. SV = EV-PV.

01.23 Site Mobilization. Shall mean the activation of the Contractor's physical and manpower resources onto the construction site once the notice to proceed is given and until the completion of the project.

01.24 Smart Activity ID. Activity ID that has built-in intelligence using alpha-numeric characters as part of the activity ID.

01.25 Total Float. The amount of time a scheduled activity or event may be delayed without delaying the overall completion of the project.

01.26 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.

101-02 PROJECT CONTROLS STAFFING. Contractor shall provide project controls staff throughout the duration of the project that shall be responsible for all Contractor project control activities. Project Control activities include scheduling, cost reporting, risk analysis, procurement status reporting, earned value reporting, contract administration, invoice reporting, change order management, and any additional activities that are determined by Owner to be required. Contractor's project controls staff shall participate in weekly and monthly meetings or any additional meetings as required by the Owner.

101-03 PROJECT CONTROLS GENERAL REQUIREMENTS.

Construction Daily Report. Contractor shall record its daily construction activities in a construction daily report. Construction daily reports shall provide the details of the day-to-day progress on-site and describe the performance, progress, and productivity of a project. Field notes in the construction daily report shall include work in progress or work completed, site and weather conditions, any safety incidents, and should document the Contractor's/ Subcontractor's labor force on the project. Construction daily reports must be recorded and maintained in a digitalized format and any hand-written data must be transferred to a digitalized format. Contractor shall submit their construction daily reports to the Owner on a daily basis via e-Builder.

Safety Statistics Report. Contractor shall prepare and provide a Safety Statistics Report to the Owner on a weekly basis during the Contractor's weekly progress meetings and monthly in its Monthly Progress Report. The Safety Statistics Report shall include first aides, safety incidents, near misses, lost time accidents, work hours and any OSHA recordable events. Templates of the Safety Statistics Reports are available upon request and will be provided to the successful low bidder.

Monthly Progress Reports. Contractor shall submit Monthly Progress Reports to the Owner during the life cycle of the project. Monthly Progress Reports shall include the project scope, monthly summary, safety statistics report, design revisions, change order log, detailed construction progress for the current month, forecasted construction activities for the next month, quality summary & non-conformance log, environmental report, cash flow plan, cash flow summary, pay application summary, summary of CBI/MWSBE, risk register, milestone variance report, schedule

change log, weather tracking log, critical path schedule, full schedule, schedule adherence report, and staffing plan of general conditions. Templates of the Monthly Progress Reports are available upon request and will be provided to the successful low bidder.

Risk Register. Contractor shall develop, operate, and maintain the risk register for the duration of the project. Contractor shall coordinate the risk to minimize, monitor, and control project impacts and to maximize project opportunities. Contractor shall chair and lead regularly scheduled risk management workshops with the project team. Risk management workshops shall be performed on a monthly or quarterly basis as determined by the Owner. Templates of the Risk Register are available upon request and will be provided to the successful low bidder.

Quality Control Program. Contractor shall establish, provide, and maintain an effective Quality Control Program for the duration of the project. Administration of the QA/QC Program shall be accomplished through the e-Builder process and the Contractor shall utilize the process to record, address, update and reconcile its corrective actions for any non-compliances with the Construction Documents as well as non-conformances related to the Special Inspections Program. Contractor shall provide the Quality Control Program to the Owner for review prior to the commencement of any work on the project.

Environmental Report. Contractor shall provide an environmental report documenting the number of environmental inspections performed, non-conformances, and corrective actions. An example of the environmental items would be erosion control, stored chemicals on site, and stormwater drainage.

Staffing Plan of General Conditions. Contractor shall provide a staffing plan of their General Conditions for the entire project. The staffing plan should include the Contractor's planned, actual, and forecasted manpower over the total life of the project.

101-04 CONTRACTOR PROJECT CONTROLS DELIVERABLES. The Contractor shall provide the Owner with the deliverables identified in the Project Controls General Requirements (the "Project Controls Deliverables") within the time periods specified in the Project Controls Deliverable Matrix set out below. Each deliverable shows the associated requirements and the frequency of updates and distribution. Project Controls Deliverables templates are available through e-Builder. Contractor shall notify the Owner of any delay in providing a required Project Controls Deliverable in accordance with the Project Controls Deliverable Matrix. In the event any Project Controls Deliverable will be delayed, the Contractor shall provide a forecasted completion date.

101-05 CONTRACTOR PROJECT CONTROLS DELIVERABLES MATRIX.

Description	Template Name	Initial Submission for Acceptance	Owner Acceptance Timeline	Update / Distribution
General				
Baseline Schedule (corresponding native, i.e. .mpp or .xer file & PDF)	n/a	Prior to the submittal of Pay Application #2	2 weeks after submitted	Until Baseline Schedule is Accepted/As Necessary for Revisions
Baseline Schedule - Critical Path (PDF)	n/a	Prior to the submittal of Pay Application #2	2 weeks after submitted	Until Baseline Schedule is Accepted/As Necessary for Revisions
Baseline Schedule Acceptance Form	BL Acceptance	Prior to the submittal of Pay Application #2	2 weeks after submitted	7 Days after approved change
Risk Register	Risk Register	Within 30 Days after Effective Date of Contract Approval	2 weeks after submitted	Monthly (2)
Staffing Plan of General Conditions (Excel & PDF)	Staffing Plan	Within 30 Days after Effective Date of Contract Approval	2 weeks after submitted	Monthly (2)
Monthly Progress Report	n/a	Within 30 Days after Effective Date of Contract Approval	2 weeks after submitted	Monthly (2)
Weather Tracking Log	Weather Tracking Log	Within 30 Days after Effective Date of Contract Approval	2 weeks after submitted	Monthly (2)
Procurement Status Report	Procurement Status Report	Within 30 Days after Effective Date of Contract Approval	2 weeks after submitted	Weekly (1)
Full Schedule (XER & PDF)	n/a	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
Critical Path Schedule (PDF)	n/a	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
Milestone Variance Report	Milestone Variance	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
Schedule Change Log	Sch Change Log	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
Schedule Adherence Report	Sch Adherence	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
4 Week Lookahead Schedule (P6 PDF & Contractor Excel)	4 Week	2 weeks prior to Preconstruction Meeting	2 weeks after submitted	Weekly (1) and Monthly (2)
2 Week Lookahead Schedule (Contractor Excel)	n/a	First Week on Site	2 weeks after submitted	Weekly (1)
Contractor Daily Report	Daily Report	2 weeks prior to Preconstruction Meeting	2 weeks after submitted	Daily
Safety Statistics Report	Safety Statistics Weekly Safety Statistics Monthly	2 weeks prior to Preconstruction Meeting	2 weeks after submitted	Weekly (1) and Monthly (2)
Environmental Report	Environmental	First Week on Site	First Week on Site	Weekly (1) and Monthly (2)
QA/QC Non-Conformance Log	QA_QC Non-Conformance Log	First Week on Site	First Week on Site	Weekly (1) and Monthly (2)
Other Reports reasonably requested by Owner	n/a	As Requested	As Requested	As Requested

Financial				
Schedule of Values	n/a	Within 30 Days after Effective Date of Contract Approval	2 weeks after submitted	Monthly
Cash Flow Plan	Cash Flow	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
Summary of DBE/CBI/SBE Tracking	DBE/CBI	Prior to first Pay Application Submission	2 weeks after submitted	Monthly (2)
Change Order Log	CO Log	First Week on Site	2 weeks after submitted	Weekly (1) and Monthly (2)
Pay Application - shall include Monthly Progress Schedule Update, Monthly Progress Report, Updated Schedule of Values, Updated Cash Flow Plan	Pay App Summary CBI_SBE Tracking DBE Tracking	Between the 1st and the 5th day of the following month.		per contract
(1) - Items included in Weekly Progress Report due prior to the Weekly Progress Meeting **(2) - Items included in Monthly Progress Report to be discussed in the Monthly Progress Meeting**				

101-06 PROGRESS MEETINGS. Contractor shall attend and participate in regular Progress Meetings with the Owner throughout the project, which shall occur weekly and monthly (or upon other more frequent intervals as Owner may reasonably request). The purpose of the Progress Meetings will be to discuss the status of the work, including but not limited to project progress, productivity, cost performance, anticipated problems, and the resolution of any problems ("Progress Meetings"). The Progress Meetings shall also include, at the request of the Owner, consultants, and any additional persons identified by the Owner. Contractor shall prepare and deliver to Owner within seven (7) days after each meeting written minutes of the meeting; provided, however, that the publication or distribution of such minutes shall not constitute a permitted basis for providing notice, or otherwise asserting claims, under this Contract by any Party. No implication whatsoever shall be drawn as a consequence of or a failure by Owner to comment on or object to, or the approval by Owner of, any minutes prepared or distributed by Contractor. Unless otherwise mutually agreed, Contractor's Site Representative shall attend all Progress Meetings after Contractor mobilizes to the Site.

In addition to the above Monthly Progress Meetings, Contractor shall hold regularly scheduled (but not less frequently than weekly during construction) status or scheduled meetings with appropriate personnel in particular discipline, Project Managers, Superintendents, and shall include Subcontractors. The Owner shall have the right, but not the obligation, to attend and participate in such Weekly Progress Meetings and schedule review. The 4 Week Lookahead schedule, including format, and the agenda for the plan and schedule review shall be accepted by Owner.

The Owner reserves the right to attend regularly scheduled subcontractor coordination meetings as an observer. These meetings assist the Owners representatives in the overall CLT program and project's coordination.

101-07 CPM SCHEDULE DEVELOPMENT AND REQUIREMENTS.

All schedules and reports submitted by Contractor shall comply with the applicable requirements set forth in the Contract, Project Manual and any additional requirements or clarifications as Owner may request.

Contractor shall provide a CPM (Critical Path Method) Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project by the Contract Completion Date, meet the completion date of any Intermediate Milestones identified in the Contract, and include any Owner Identified Milestones. All activities in the Full CPM Schedule (Full Schedule) should provide sufficient detail so that the Owner can readily identify the work and monitor the progress of each activity. No more than 10% of the construction activities should have a duration greater than twenty (20) working days. Contractor shall submit their Primavera P6 Schedule XER file to the Owner for review of the schedule on a monthly basis.

Contractor's Full Schedule should be organized by a Work Breakdown Structure (WBS) and the Contractor shall provide the Owner with the WBS information. The Work Breakdown Structure (WBS) is a tiered breakdown the defines the total scope of work to be performed by Contractor to achieve the overall project objectives and establishes the required project deliverables.

The Progress Schedule shall be updated and submitted as a PDF and XER file to the Owner as part of the monthly reporting with their monthly payment request. All Progress Schedule reports (PDF) should contain a Gantt Chart showing the actual/remaining status bars, milestones, and have the Project Baseline Schedule assigned in order to compare any variances from the Project Baseline Schedule. The Gantt Chart should also include the data date, bar activity names, filters, and the legend for the status bars. The Progress Schedule reports should include the following columns as a minimum requirement; Activity ID, Activity Name, Original Duration, Remaining Duration, Project BL Start, Project BL Finish, Start, Finish, Total Float, Start Variance, and Finish Variance.

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 Full 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 Full Schedule must include activities for shop drawing preparations, submittals, and submittal reviews by the Architect/Engineer. The assumed duration of the submittal reviews by the Architect/Engineer should be 21 calendar days for the review, unless otherwise noted in the Contract Documents. 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 Full Schedule must include activities for material/equipment procurement, fabrication, and deliveries to the project. Any material/equipment identified as a long lead time item needs to be identified as a separate activity in the Full Schedule with Finish to Start relationship to that phase of construction requiring the long lead time item. An example of a long lead time item would be electrical switchgear, air-handling units, elevators, or other specialized equipment.

Contractor shall update and submit the Full Schedule to Owner monthly as part of the monthly pay application and monthly progress report, beginning on the date specified in Project Deliverables Matrix. The Full Schedule will include the Intermediate Milestones and Owner Milestones with a summary of Contractor's proposed sequence for the Scope of Work. The Full Schedule should contain a Gantt Chart with the current status bars with the Baseline Schedule assigned to show the variances from the Baseline Schedule. Contractor shall conduct a schedule review meeting with the Owner to establish the Project Baseline Schedule. Once the Baseline Schedule is accepted, the Contractor shall submit monthly updates of the Full Schedule to the Owner for review. The schedule update will be included as part of the Monthly Progress Report and shall include : the Full Schedule (XER & PDF) with critical path layout, near-critical activities, four week lookahead, layout sorted by activity status, submittal/procurement activities, float paths leading to contractual intermediate milestones, and project cost curves. The accepted Baseline Schedule should not be changed throughout the life of the Project without Owner's prior written approval.

Contractor should refer to the CPM Schedule Requirements in Section 101-08 for additional detailed CPM Schedule Requirements.

101-08 CPM SCHEDULE CONTROL – TOOLS AND TECHNIQUES. Contractor shall document schedule changes using the agreed upon schedule change log and schedule narrative. The schedule change log and schedule narrative shall include explanation(s) of changes to critical path, activity sequencing, logic or duration changes, execution strategy or any significant deviation to the baseline schedule's basis or assumptions. Significant schedule variances shall be examined and explained in writing as required for periodic reporting. Upon request by Owner, Contractor shall prepare and submit a schedule mitigation plan which shall be followed up with a Recovery Schedule if required by Owner. All reports and native software files shall be transmitted electronically to Owner for document control. When the Baseline Schedule or current progress schedule has been modified by approved scope changes, Contractor shall reference relevant change order identifiers in the schedule activity descriptions to identify all such approved scope changes.

101-09 CPM SCHEDULE MANAGEMENT PLAN. The Schedule Management Plan will detail the specifics of schedule exchanges and update cycles to support weekly and monthly reporting. If Contractor desires to make changes to the Baseline Schedule, such proposed changes shall be submitted to Owner through a Change Order form as provided in the Contract Documents. The Change Order (CO) shall include justification for the proposed revision, revision components and how the revision shall be incorporated into the schedule. In addition to the proposed Change Order, Contractor shall provide Owner with an electronic copy of the proposed schedule that includes the revision to the progress Schedule. If Owner approves in writing the Change Order containing the proposed Baseline Schedule revision(s), the change(s) will be incorporated into the next update. If the proposed change(s) would impact contractual milestone dates and / or critical path within the accepted Baseline Schedule to the extent that a re-baseline may be necessary, Contractor shall duly note that on the Change Order and include a formal request for Re-Baseline.

101-10 CONTRACTOR'S FINANCIAL INFORMATION REQUIREMENTS

Schedule of Values. The schedule of values is a start-to-finish list of work items on a project broken down into their component parts and with corresponding values that, in total, represent the entire project from beginning to end and the entire contract price.

Cash Flow Plan. The cash flow plan should detail the Contractor's planned invoicing by month for the current fiscal year, the following fiscal year, and the entire project. The cash flow plan is utilized by the Owner to analyze the timeframe when cost will be incurred on the project. Templates of the Cash Flow Plan are available upon request and will be provided to the successful low bidder.

Change Order Log. The change order log is a running list of changes on the contract and shows the status of all change orders on the project.

Submittals Required with Payment Requests. Payment requests that do not include an updated Project schedule and the Monthly Progress Report will be deemed incomplete. In addition, payment requests submitted without a schedule of values and a cashflow plan will be deemed incomplete. Payment requests will not be processed until the required items are received.

101-11 CPM SCHEDULE REQUIREMENTS

In addition to the general requirements contained in Section 101-07 of the General Conditions, the Full Schedule update shall be a part of the Project Control Requirements. The Full Schedule for this project shall meet the requirements specified below.

The Full Schedule required for this Project is a Critical Path Method schedule (CPM Schedule) as described herein. Contractor shall prepare and submit for review and approval a cost loaded schedule of proposed working progress for the entire contract duration. To generate and maintain the CPM Schedule, the Contractor shall use Oracle Primavera P6 scheduling software version 18 or higher. Contractor shall maintain the required version of Primavera

P6 scheduling software for the entire Contract duration. 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.

Owner will not measure or pay for the CPM Schedule, schedule updates, recovery schedules or any other schedule requirements set forth in this section directly, but the cost of preparing and updating the schedule is incidental to the contract.

The scheduled work should ensure a safe area of operation for the Contractor and Airport traffic, maintenance of traffic on the taxiways and runways adjacent to the construction areas, and performance of the construction in an acceptable manner and time frame. It is the intent of the Owner and these specifications that the Charlotte Douglas International Airport will remain open to air traffic during the work accomplished under this project.

A. BASELINE SCHEDULE:

Within thirty (30) calendar days of the Effective Date of Contract Approval, the Contractor shall submit a proposed Baseline Schedule and Critical Path for the entire duration of the project to the Owner. After review of the proposed Baseline CPM Schedule, the Project Manager shall schedule a Baseline CPM Schedule meeting with the Contractor to review the proposed Baseline CPM Schedule and identify any changes or corrections. Within fourteen (14) calendar days after this meeting, the Contractor shall make any necessary adjustments to address all review comments and resubmit the Baseline Schedule, Critical Path, and Baseline Schedule Acceptance Form for the Project Managers review. No payments will be processed for the Project prior to submittal and approval of a complete Baseline Schedule. Acceptance of the Baseline Schedule by the Owner does not revise the Contract Documents. Submission of an incomplete or impractical Baseline Schedule by the Contractor may delay Owner's issuance of Notice to Proceed. All subsequent Full Schedule updates will be measured against the accepted Baseline Schedule.

B. GENERAL SCHEDULE REQUIREMENTS:

Baseline Schedule and Full Schedule updates shall meet the following criteria:

1) The CPM Schedule shall be organized according to the overall sequence of work and also by geographic area. The schedule organization shall meet all requirements set forth in the Supplemental General Conditions section of the Contract. The CPM Schedule should be organized by a Work Breakdown Structure (WBS) and the Contractor needs to provide the WBS structure information to the Owner.

2) The Contractor shall provide a CPM Schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Contract Completion Date and any Intermediate Milestone Dates or Time identified in the Contract. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Project Manager can readily identify the Work and measure the progress of each activity. The Contractor must submit their Primavera P6 Schedule XER file to the Project Manager for review of the schedule on a monthly basis.

3) The CPM Schedule shall contain the following Administrative Identifier Information:
   a) Project Name
   b) Contract Name
   c) Contract Number
   d) Date of Contract
   e) Completion Date
   f) Contractor's Name
   g) Contractor's Contact Information

4) The CPM Schedule shall reflect the complete contractual scope of work and include the following:

a) WBS – A project specific, deliverables-orientated grouping of project elements that organizes and defines the total work scope of the project.

b) Clear identification of tasks to be completed based on Section or Special Provisions included in the Contract and as listed in Pay Items, including subcontractor work.

c) Total Float to Contract Completion for each schedule activity.

d) Activities representing the Contractor's submittals including shop drawings.

e) Activities representing the Engineer's review of submittals (21 calendar days).

f) Activities representing procurement, fabrication, and delivery of construction materials; identify any long lead items as separate activities.

g) Notice to Proceed (NTP) Date and Start of Construction if different from the NTP Date.

h) Logical phasing and sequencing of activities which reflect the construction sequence included in the design drawings.

i) Maintenance of traffic, traffic control and access to existing facilities as required by the contract.

j) Intermediate Milestone activities achieved by dates prescribed in the Contract.

k) Intermediate Milestone and Owner Identified Milestones.

l) Seasonal limitations, observation periods and moratoriums.

m) Duration restrictions for specific activities described in the Contract and Project Control Requirements.

n) Owner furnished/installed materials and equipment shall be identified as separate activities.

o) Substantial Completion Date

p) Punchlist & Closeout

q) Contract Completion Date

5) Activity requirements are discussed in further detail as follows:

a) Activity Identification (ID) - Assign each activity a unique identification number.

b) Activity Description - Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."

c) Activity Codes — The CPM schedule should include activity codes such as Phase of Work, Feature of Work, and Subcontractor or Responsibility.

d) Activity Original Duration - Assign a planned duration in working days for each activity. No more than 10% of the activity durations shall exceed a duration of twenty (20) working days. Each activity shall have a minimum duration of one (1) working day. Do not represent traffic maintenance, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.

e) Activity Remaining Duration – Assign a remaining duration in working days for each activity. The remaining duration should equal the original duration for activities which have not started as of the data date of the CPM schedule update. Remaining durations should be calculated based upon the Contractor's available resources. Remaining durations shall not include the Contractor's non-working days.

f) Critical Path - No more than twenty percent (20%) of activities may be critical or near critical. Critical activities will have a total float equal to zero. "Near critical" is defined as float in the range of one (1) to fourteen (14) calendar days.

g) Activity Relationships - Unless allowed in writing by the Owner, use only Finish-to-Start relationships with no leads or lags to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).

h) Calendars — The task dependent activities in the CPM schedule should be assigned to a 5-day or 6-day work week calendar with working hours from 8 AM to 5 PM and include the major holidays. The Contractor shall create and assign work calendars to all activities based on their Contract Requirements or the Contractor's means and methods. If the contractor needs to assign a special calendar to a phase of work such as "night-time operations", they must notify the Owner of those special calendars. The Calendars should account for Holidays, work restrictions and moratoriums as required. All Milestones should be assigned to a 7-day work week calendar without holidays.

i) Constraints — Constraints should not be used in the schedule and are only allowable per the Project Managers approval.

C. SUBMISSION REQUIREMENTS:

On the fifth (5th) day of the current month, throughout the life of the Project, the Contractor shall submit an updated CPM Schedule and all required information current as of last day (Data Date) of the preceding month. The CPM Schedule shall include Actual Start and Actual Finish for all completed activities and Actual Start and Remaining Duration for all "In Progress" activities. Note that if the CPM Schedule is not submitted as required by this section the Owner may hold payment applications until the CPM Schedule is accepted by the Owner. All CPM Schedule submittals shall include the following:

(1) Oracle Primavera P6 XER file

(2) Written Narrative — The narrative shall explain the sequence of Work, the controlling operations, Intermediate Completion Dates, milestones, project phasing, anticipated work schedule and estimated resources required to support the remaining work. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies, and other third-party entities will be performed. The narrative shall itemize and describe the critical path (i.e. access limitations, constraints, shift work), compare early & late date, Contract milestone activities, and describe any critical resources. The narrative shall also explain any changes to the previous CPM schedule's critical path, activity relationships or activity durations.

(3) CPM Schedule Layouts Printed to PDF – All layouts shall include the Contract Number and Name. All layouts should include a Gantt Chart and columns indicating Activity ID, Activity Description, Original Duration (OD), Remaining Duration (RD), Total Float, Early Start Date, Early Finish Date and Calendar Name for each activity. The Contractor shall include the following CPM Schedule layouts with each CPM Schedule submittal:

a) Overall CPM Schedule Layout – Submit a layout which includes all activities. For each activity include the columns listed above and 2 additional columns "Predecessor Details" and "Successor Details" detailing the activities that immediately precede and immediately succeed that activity in the schedule logic.

b) Critical Path Layout – Submit a layout consisting of the critical path and near critical paths to Contract Completion. The critical path is defined as the longest path of activities that must be completed "on time" to ensure the project finishes on time. No more than twenty percent (20%) of activities may be critical or near critical. Critical activities will have a total float equal to zero. "Near critical" is defined as float in the range of one (1) to fourteen (14) calendar days.

c) Four (4) Week Lookahead Layout – Submit a layout limited to those activities that have an early start or early finish within a four-week period of the data date.

(4) Cashflow Curve – Submit a detailed cashflow table & graph showing the planned cashflow from the baseline schedule compared to the actuals from the Contractor's payment applications. The planned cashflow shall be broken down by the current fiscal, the next fiscal year, and the entire project. The contractor should include cashflow projections if the planned cashflow changes from their baseline plan. The Contractor will be provided examples of the Cashflow Table & Graphs.

D. WEATHER DATA (Refer to Section 15(B) in the Supplemental General Conditions):

Contractor shall record all weather-related data in their daily reports and provide this data to the Owners with a monthly breakdown of total weather days. The CPM Schedule should include an allowance of monthly weather days as Referenced in Section 15 of the Supplemental General Conditions.

E. RECOVERY AND RECOVERY SCHEDULE:

If at any time during the execution of the Work, the CPM Schedule or Progress Report show that any activity on the critical path of the CPM Schedule is delayed such that Intermediate Milestones, or Owner Identified Milestones are forecast to be delayed by 15 or more calendar days thereafter, and Contractor or any of its Subcontractors are in the Owner's reasonable judgment responsible for such delay, Owner may, in addition to any other remedies that it may have under this Contract, require that the Contractor shall prepare at Contractor's cost, a schedule to explain and display how it intends to regain compliance with the Baseline CPM Schedule (the "Recovery Schedule"). After the written notification by Owner of the requirement for a Recovery Schedule, Contractor shall:

1) Prepare the Recovery Schedule and submit to the Owner within five (5) calendar days of such written notification for its review. The Recovery Schedule shall show Contractor's best judgment as to how it shall regain compliance with the Baseline CPM Schedule. The Recovery Schedule shall be submitted in such form and detail appropriate to the delay or delays, explaining and displaying how the Contractor intends to reschedule those activities and reestablish compliance with the approved baseline CPM schedule during the immediate subsequent pay period or as permitted by Owner. This shall include a logic diagram comparing the original and the revised sequence of activities, identifying all affected activities.

2) Participate in a conference with Owner, and with any other person, including Subcontractors, whom Owner requests to participate, to review and evaluate the Recovery Schedule. Any revisions to the Recovery Schedule as a result of this review shall be resubmitted by Contractor for review by Owner.

3) Perform the Work in accordance with the Recovery Schedule. In preparing and executing the Recovery Schedule, Contractor shall take all steps necessary to regain compliance with the Baseline CPM Schedule, including establishing additional shifts, hiring additional manpower, paying, or authorizing overtime, providing additional construction equipment, and resequencing activities.

Owner's requirement for and its review and approval of the Recovery Schedule shall not relieve Contractor of any obligations for the performance of the Work, change any dates in the Project Schedule, or be construed to establish the reasonableness of the Recovery Schedule. No additional compensation or payment will be provided for the preparation and implementation of the Recovery Schedule. If Contractor believes it is entitled to additional compensation and/or an extension of Contract Time to mitigate the delays, the Contractor must make a written request to the Owner and submit a Change Request via Owner's document control system, e-Builder.

F. PROJECT CONTROLS SUBMITTALS REQUIRED FOR PAYMENT

In addition to any other documentation required by Owner to process progress payments, Contractor shall submit the following documents with each payment request:

1. Monthly Progress Schedule Update (XER File).
2. Monthly Progress Report (CLT Monthly Report).
3. Updated Schedule of Values.
4. Updated Cashflow Plan.
5. Other forms as required for payment (tax, DBE, CBI/SBE, etc.)

Failure to submit these documents will result in the payment application being deemed incomplete and the payment request will not be processed until these items are received.

END OF SECTION 101

C. SUPPLEMENTAL GENERAL CONDITIONS

1. NCDOT STANDARD SPECIFICATIONS

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

The applicable terms of FAA Advisory Circular (AC) 150-5370-10H (12-21-18) are included within Section IV.B. General Conditions and the applicable terms of the current (2024) edition of the NCDOT Standard Specifications for Roads and Structures are included within Section IV.C. Supplemental General Conditions of this contract. The above Sections shall be read together and interpreted in a coordinated fashion, however, any reasonably irreconcilable inconsistency between the AC 150-5370-10H terms and the NCDOT Standard Specifications shall be resolved in favor of AC 150-5370-10H.

Modifications to the NCDOT Standard Specifications are as follows:

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

104-3	Replace references to "Subarticle 104-8(A)" and "Subarticle 104-8(B)" with "the Contract" and delete lines 14-16 on pg. 1-27 in their entirety.
104-4	Replace references to "Subarticle 104-8(A)" and "Subarticle 104-8(B)" and "Subarticle 104-8(C)" with "the Contract".
104-8	Deleted in its entirety.
107-2	Deleted in its entirety
107-14 through 107-15	Deleted in their entirety.
107-24	Replace reference to "60 calendar days" line 24 on pg. 1-61 with "30 calendar days" and replace reference to "NCGS § 136-29" on line 26 on pg. 1-61 with "the dispute resolution provisions set forth in the Contract."
108-2	Deleted in its entirety.
108-6	Deleted in its entirety.
108-10(B)(1)& (2)	Deleted in its entirety.
108-10(B)(3)	Replace "at any time before payment of the final estimate, make a written request to the Engineer on the Contractor Claim Submittal Form, available through the Construction Unit on the Department's website," on lines 29-31 on pg. 1-70 with *"*make a written request *in compliance with the procedures set forth in General Conditions Section 17 – Claims for Adjustments and Disputes, "*
108-10(B)(4)	Replace "on the Contractor Claim Submittal Form, available through the Construction Unit on the Department's website" on lines 25-26 on pg. 1-71 with *"in accordance with the procedures set forth in General Conditions Section 17 – Claims for Adjustments and Disputes."*
108-10(B)(5)	Deleted in its entirety.
108-12	Deleted in its entirety.
108-13	Deleted in its entirety.
109-4	Deleted in its entirety.
109-8	Deleted in its entirety.
109-11	Deleted in its entirety.

2. SURVEYS AND RECORDS/REPORTS

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

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

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

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

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

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

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

3. LIMITATIONS ON USE OF JOB SITE

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

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

4. TEMPORARY FACILITIES

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

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

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

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

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

F. Temporary Support Facilities.

i. General: Contractor shall provide and maintain temporary support facilities in neat condition and uniform appearance that is reasonably acceptable to the Engineer and the Owner.

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

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

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

v. Access and Haul Roads:

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

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

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

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

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

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

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

5. QUALITY CONTROL SERVICES

A. Description of Requirements.

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

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

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

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

B. Responsibility.

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

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

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

iii. Retest Responsibility: Where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, and shall be deducted from monies due the Contractor on the applicable pay request. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

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

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

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

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

6. CLAIMS FOR ADJUSTMENTS AND DISPUTES

A. 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.

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

i. The basis of the claim including, without limitation, the specific requirements, clauses or provisions of the Contract which are pertinent to the Claim;
ii. A full description of the Claim, with a narrative to support the Contractor’s position that the Claim exceeds or falls outside of the Contract scope;
iii. A detailed description of all costs associated with the Claim;
iv. A detailed description of all requested time extensions associated with the Claim including, why the time is necessary, a detailed statement of how the project critical path may be affected, and including a proposed revised Project Schedule incorporating the requested time extensions and showing the extensions impact on all project milestones; and
v. Supporting documentation to substantiate the Claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.

C. All Claims shall verified and be 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 Paragraph A above shall constitute a waiver of the Claim by Contractor.

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

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

F. 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.

G. 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 7 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 limitation periods 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.

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

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

7. MEDIATION

A. The Owner and any party contracting with the Owner or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to the terms and conditions of this Section and NCGS 143-128(f1) including without limitation the following parties (if applicable): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

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

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

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

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

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

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

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

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

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

8. NO DAMAGES FOR DELAY

In all cases where the Contractor is delayed, obstructed, or hindered in the execution of the Work, or any part thereof, except to the extent the delay, obstruction or hindrance is caused solely by Owner, the Contractor shall not be entitled to claim or recover any damages or additional payment from the Owner. However, it is the intent of this Contract that in all cases where the Contractor is substantially delayed, obstructed, or hindered in the execution of the Work through no fault of the Contractor and/or because of conditions beyond the Contractor's control, the Contractor may request a time extension in accordance with the procedures set forth in Section 6 above. Any time extensions granted under this Section shall be the exclusive remedy of the Contractor for delay, hindrance or obstruction occurring through no fault of the Contractor and/or because of conditions beyond the Contractor's control.

9. TAXES AND LICENSES

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

10. 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.

11. 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.

12. GENERAL WORK CONSTRAINTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. SAFETY AND CONSTRUCTION ACTIVITY AROUND 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 reasonably 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 may be subject to fines for any violation of .

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.

14. 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.

15. EXTENSION OF CONTRACT TIME DUE TO WEATHER DELAY

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

B. STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

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

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

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

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

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

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

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

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

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

All pricing submitted by the Contractor to perform an item of work not provided for in the awarded contract, as described in Section 40, paragraph 40-04 Extra Work, shall contain a complete itemized breakdown of costs for all work to be performed by the Contractor or subcontractors, including labor (direct and burden), equipment, materials, and markup for overhead and profit. The overheard and profit percentage may be negotiated based on the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

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

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

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

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

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

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

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

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

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

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

17. MISCELLANEOUS CONDITIONS

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

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

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

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

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

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

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

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

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

D. INDEMNITY AND INSURANCE

1. Indemnity

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

2. Insurance

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

E. FEDERAL REQUIREMENTS
Applicable to Federally Funded Building & Construction Contracts
(FAA *Contract Provision Guidelines, v3-17-26*)

Federal laws and regulations require that the contract provisions set forth herein be included in each contract funded under the AIP. Contractor (including all subcontractors at every tier) shall:

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

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

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

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

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

A. Withhold progress payments or final payment;

B. Terminate the contract;

C. Seek suspension/debarment; or

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

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

1. ACCESS TO RECORDS AND REPORTS (A1)

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

2. BREACH OF CONTRACT (A2)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold

payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. FAA BUY AMERICAN PREFERENCE STATEMENT (A3)

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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

The form certification is also included in the "BID FORM AND SUPPLEMENTS" section of Bid Documents.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE
CONSTRUCTION PROJECTS (A3.3.2)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

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

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

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

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (A4)

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. **(A4.3.1)**

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

5. CIVIL RIGHTS – TITLE VI ASSURANCES (A5)

A. Title VI Solicitation Notice (A5.3.1)

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

B. Compliance with Nondiscrimination Requirements (A5.4.2):

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

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.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities (A5.4.1)

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

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

6. CLEAN AIR AND WATER POLLUTION CONTROL (A6)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS (A7)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

8. COPELAND "ANTI-KICKBACK" ACT (A8)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

9. DAVIS BACON REQUIREMENTS (A9)

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The

Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in

providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them

available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will

no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

10 DEBARMENT AND SUSPENSION (A10)

CERTIFICATION OF BIDDER OR OFFEROR REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: http://www.sam.gov.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

11. DISADVANTAGED BUSINESS ENTERPRISES (A11)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR §26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to this contract (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Owner. Unless Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Owner may provide such written consent only if Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

12. DISTRACTED DRIVING – TEXTING WHEN DRIVING (A12)

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS (A25)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

14. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (A15)

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.

15. FOREIGN TRADE RESTRICTION CERTIFICATION (A23) (ALSO SET OUT IN SOLICITATION)

TRADE RESTRICTION CERTIFICATION

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

16. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (A16) (ALSO INCLUDED IN SOLICITATION)

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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). The employer 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.

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (A13)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

19. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS) (A26)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

20. PROCUREMENT OF RECOVERED MATERIALS (A18)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at .

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

21. SEISMIC SAFETY (A20)

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

22. TAX DELINQUENCY AND FELONY CONVICTIONS (A21) (ALSO SET OUT IN SOLICITATION)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following

the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note
If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

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

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

23. TERMINATION OF CONSTRUCTION CONTRACT FOR CONVENIENCE (A22)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

24. VETERAN'S PREFERENCE (A24)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

F. 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.

V. DISADVANTAGE BUSINESS ENTERRPISE PROGRAM

This Contract is subject to the requirements of 49 CFR Part 26 *Participation by DBE in Department of Transportation Financial Assistance Programs*

I. CONTACT

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

Jasmyne Turman, Office of Civil Rights Manager
Airport DBE Liaison Officer (DBELO)
P.O. Box 19066
Charlotte, NC 28219
Telephone: (980) 348-8477
Email: Jasmyne.Turman@cltairport.com

II. BACKGROUND

The City has established a DBE Program in accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26. The City has received direct Federal financial assistance from the USDOT for the Airport and the Charlotte Area Transit System (CATS), as well as indirect Federal financial assistance for the Charlotte Department of Transportation (CDOT) as a sub-recipient through the North Carolina Department of Transportation (NCDOT). As a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26. Should any other City department become a recipient of USDOT funding it will act in compliance with 49 CFR Part 26, and will operate within the DBE Program's parameters.

It is the policy of the City to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy:

1. *To ensure nondiscrimination in the award and administration of USDOT*-assisted *contracts;*
2. To create *a level playing field on which DBEs can compete fairly for USDOT*-assisted *contracts*
3. *To ensure that the USDOT's DBE Program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;*
4. *To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted* to *participate* as *DBEs;*
5. *To help remove barriers to the participation of DBEs in USDOT*-assisted *contracts;*
6. *To promote the use of DBE's in all types of federally assisted contracts and procurement activities;*
7. *To* assist *the development of firms that can compete successfully in the marketplace outside the DBE Program; and*
8. *To provide appropriate flexibility in establishing and providing opportunities for DBEs.*

The DBE Program is incorporated into and made a part of the Bid Documents and resulting Contract. A copy of the DBE Program and DBE forms pertaining to this Contract may be obtained online at www.cltairport.com or at the Office of the City Clerk.

A Bid will not be considered responsive unless the Bidder complies with 49 CFR Part 26 and the DBE Program. Failure to carry out the pre-award requirements stated in the DBE Program and these Bid Documents will be sufficient grounds to reject the Bid. Moreover, failure by any contractor to comply with the DBE Program after award shall constitute a breach of the Contract. Failure to cure the breach within fifteen (15) days after written notice of the breach shall entitle the City to terminate the Contract and/or exercise other appropriate rights and remedies including, without limitation, withholding of funds until such time as Contractor complies with all the DBE requirements.

Submission of a Bid shall constitute as an acknowledgement that the Bidder has thoroughly examined and is familiar with, the provisions set forth in 49 CFR Part 26 (DBE Program). Failure or neglect of a Bidder to receive or examine any of these government regulations and contract requirements shall in no way relieve them from any obligations with respect to their Bid or this Contract.

III. DBE FORMS

	Document	Document Description	Submission Requirements
Due **after** Bid Opening/Proposal Submission if established DBE Goal is not met	**DBE Form 1** Identification of Subcontracting Opportunities	Identifies the subcontracting or supplier opportunities intended to be utilized by the Bidder/Proposer on the Contract.	Required when Bidder/Proposer did not meet the DBE goal as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.
	DBE Form 2 Solicitation Form	Identifies all DBEs the Bidder/Proposer contacted or those who contacted the Bidder. It also describes scope of work for which they were contacted. Includes date and method of contact for DBE firms.	Required when Bidder/Proposer did not meet the established DBE goal as part of documenting Good Faith Efforts. Due within three (3) business days after requested by the City.
DUE WITH BID/ PROPOSAL SUBMISSION	**DBE Form 5** Schedule of DBE Unavailability	Identifies DBE firms that were contacted, but not utilized for the corresponding project.	**With Bid/Proposal Package.** must identify firms that were contacted, but not utilized. An Excel spreadsheet with the same information can be used in lieu of DBE Form 5.
	DBE Form 3 Utilization Commitment	Identifies all subcontractors, suppliers, manufacturers, brokers and/or members of a joint venture to be utilized on the contract, scopes, percentages and dollar amounts committed to DBEs.	**With Bid/Proposal Package.** A copy of each DBE company's NCDOT Directory () printout may be attached to the form as backup documentation for proof of certification. The NCDOT Directory can be found here: https://www.ebs.nc.gov/VendorDirectory/default.html
After-Bid Opening / Proposal Review	**DBE Form 4** Letter of Intent	Bidders/Proposers must submit an executed Letter of Intent with each separate DBE firm listed on DBE Form 3.	The City will request this form from the apparent low bidder. Must be submitted within three (3) business days after requested by the City.
	Copy of subcontract Agreements	Copy of signed contract for each DBE subcontractor utilized on the corresponding project. Highlight text that mentions the non-discrimination, retainage, and prompt payment assurances.	Must be submitted before each subcontractor begins work.
	DBE Form 6 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 (DBEs and non-DBEs).	Upon award of Contract, Form 6 should be included with each pay request submitted to the City. List **ALL** subcontractors (DBEs and non-DBEs). ***DBE Form 6 may be waived by DBELO with the consistent payment reporting in InclusionCLT. Payment reporting to InclusionCLT is required***

For more information about these forms or any others, please go to www.cltairport.com or contact CLT's DBELO. Any alterations, substitutions, deletions, etc., to data provided to the City must have prior approval of the DBELO.

IV. CONTRACT ASSURANCE CLAUSES

The Contractor is responsible for compliance with all requirements of this Section V for itself and its subcontractors, lower-tier subcontractors, or service providers, and shall include in each subcontract the Contractor signs with a subcontractor the following provisions:

Non-Discrimination

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 46 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Prompt Payment

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each periodic or final payment the full amount the prime contractor receives from the City of Charlotte for each subcontractor's work and materials under the subcontract. Any delay or postponement of payment from the above referenced time frame may result in liquidated damages and/or sanctions as stipulated in bid/contract documents. Exceptions may occur only for good cause following written approval by the City. This clause applies to both DBE and non-DBE subcontractors".

Retainage

"The prime contractor agrees to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors."

V. REMEDIES FOR VIOLATION OF THE DBE PROGRAM

A violation of the City's DBE Program by a Contractor shall constitute a material breach of the Contract, and shall entitle the City to:

1. Exercise all rights and remedies that it may have at law or at equity for violation of the DBE Program;
2. Terminate the Contract for default;
3. Suspend the Contract for default;
4. 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;
5. Assess liquidated damages as provided in Subsection VI, below, in the City's DBE Program, or in 49 CFR Part 26;
6. Offset any liquidated damages and/or any amounts necessary to cure any violation of the DBE Program from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract; and/or
7. Disqualifying the Contractor from future bidding as non-responsible.

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.

VI. LIQUIDATED DAMAGES APPLICABLE TO VIOLATIONS OF THE DBE REQUIREMENTS OF THIS CONTRACT

By entering into a Contract that is subject to the DBE Program, the Contractor agrees to the following:

The City and the Contractor acknowledge and agree that the City will incur damages if the Contractor violates the DBE Program in one or more of the ways set forth below, including but not limited to loss of goodwill and reputation with the general public, loss of goodwill and reputation with federal agencies that fund CLT projects, risk to current and future federal grant funding, detrimental impact on airport 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 category of violations of the DBE Program. 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:

1. Failure to meet a subcontracting goal. The City may assess the lesser of (a) $200,000 or (b) the dollar difference between the subcontracting goal amount and the dollar amount actually paid to DBE subcontractors.

2. If the Contractor lists a DBE for a subcontracting goal with knowledge that the DBE will be acting as a Conduit or will not be performing a Commercially Useful Function, the City may assess the greater of (a) $100,000 per incident or (b) the dollar amount stated on the DBE's letter of intent.

3. If the Contractor terminates or replaces a DBE Subcontractor without prior DBELO approval, the City may assess for the first violation the lesser of (a) $50,000 per incident or (b) the dollar amount of the prospective work to be performed by the DBE Subcontractor. For any subsequent violation on the same project the assessment shall be the greater of the two above amounts. Assessments under this subsection 3 do not apply if an assessment is appropriate under subsection 4 below.

4. If the Contractor terminates or replaces a DBE Subcontractor without prior DBELO approval, but is otherwise in compliance with the DBE Program and 49 CFR Part 26 and the DBELO later approves and ratifies the action, the City may assess the lesser of (a) $1,000 per incident or (b) the dollar amount of the prospective work to be performed by the DBE Subcontractor.

5. If the Contractor knowingly makes a false statement, material misrepresentation, or material misleading omission regarding any DBE matter, then the City may assess the lesser of (a) $50,000 per incident or (b) the dollar amount affected or caused by the falsehood.

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

7. If the Contractor violates any requirement of the DBE Program and 49 CFR Part 26 not addressed in the above six (6) subsections, the City may assess $40 per Day until the violation is cured in the case of on-going violations that are subject to cure or, the City may assess $1,000 per incident for violations that are not on-going or are not subject to cure.

VII. DBE FINANCIAL INSTITUTIONS

The City encourages prime contractors on FAA-assisted contracts to make use of DBE financial institutions. For a list of DBE financial institutions, please contact the DBELO.

VI. AIRPORT SECURITY REQUIREMENTS

A. SECURITY PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. AIRPORT CREDENTIALING REQUIREMENTS

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

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

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

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

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

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

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

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

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

in immediate and permanent revocation of the offending person(s) SIDA badge.

C. CONSTRUCTION SECURITY PLAN

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

The CSP shall address the following required aspects of security:

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

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

D. SECURITY ACCEPTANCE TESTING PROCESS

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

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

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

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

Process:

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

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

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

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

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

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

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

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

VII. CONTRACT FORMS

Forms for this Project are deemed to be incorporated herein.

A. STATE/COUNTY SALES/USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/ SUBCONTRACTOR: _____

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

Invoice No.	Invoice Date	Vendor's Name	City Vendor No.	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid
Subtotal (Page 1)				$	$	$	$	
Plus total cost of material withdrawn from our warehouse stock								
Grand Total				$	$	$	$	

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

Signed: _____

Subscribed and sworn to before me _____ day of _____ 201___

Signature of Notary _____

of _____ County

State _____

My Commission _____

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

B. CHANGE ORDER FORM

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

Description of Change

Item No.	Description	Cost (Addition/Deduction)

Financial Summary

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

Original Contract Contingency	
Contingency Used to Date	

Schedule Summary

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

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

_____

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ACCEPTED:

CONTRACTOR:

Name: _____

Signature: _____

Title: _____

Date: _____

OWNER:

Name: _____

Signature: _____

Title: _____

Date: _____

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

_____
Director of Finance Date

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

C. 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 _____ day of _____ 20___
Signature of Notary _____
of _____ County
State _____
My Commission _____

VIII. TECHNICAL SPECIFICATIONS

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

IX. PLANS

Plans for this Project are deemed to be incorporated herein.