



PROJECT MANUAL

FOR

**TAXIWAY F EXTENSION, DEICING PAD, AND SOUTH CROSSFIELD TAXIWAY AND YORKMONT
ROAD REALIGNMENT PROJECT – PACKAGE 1**

PROJECT NUMBER: AF018-008

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

ADVERTISEMENT DATE: AUGUST 7, 2020

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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: TAXIWAY F EXTENSION, DEICING PAD, AND SOUTH
CROSSFIELD TAXIWAY AND YORKMONT ROAD REALIGNMENT
PROJECT – PACKAGE 1

PROJECT NUMBER: AF18-008

PRE-BID CONFERENCE DATE AND TIME: AUGUST 19, 2020 @ 10:00 AM EST (via WebEx)

PRE-BID LINK: [https://charlotte.webex.com/charlotte/j.php?
MTID=m5b0e79f5733525f67e92da88d0533d84](https://charlotte.webex.com/charlotte/j.php?MTID=m5b0e79f5733525f67e92da88d0533d84)

PRE-BID MEETING NUMBER: 160 937 7307

PRE-BID MEETING PASSWORD: 12345

BID DUE DATE AND TIME: SEPTEMBER 17, 2020 @ 2:00 PM EST

BID SUBMISSION LINK: [https://bidders.e-builder.net/landing?bidpackageid
=8d1d5553-ad57-4f05-bff0-92c617e062b6](https://bidders.e-builder.net/landing?bidpackageid=8d1d5553-ad57-4f05-bff0-92c617e062b6)

BID OPENING LINK (WebEx): [https://charlotte.webex.com/charlotte/j.php?
MTID=m405ba7c0268bb4968949a2eda471eb99](https://charlotte.webex.com/charlotte/j.php?MTID=m405ba7c0268bb4968949a2eda471eb99)

BID OPENING MEETING NUMBER: 160 686 4415

BID OPENING PASSWORD: 12345

SCOPE OF WORK:

This project consists of site preparation required for future development at the Airport. Specifically work includes the construction of the Coffey Creek culvert, the reconstruction and relocation of the Coffey Creek interceptor sanitary sewer line, the construction of a regional detention basin, the construction of a Duke Energy duct bank, earthwork operations consisting of approximately 1.7 million cubic yards of embankment, and installation of an enclosed storm drainage system for a future Deicing Pad, Taxiway F Extension, and South Crossfield Taxiway, to be constructed under separate contract.

Bidders may obtain the complete Project Manual, including all plans, drawings, specifications and addenda (“Bid Documents”) beginning **August 7, 2020** from the eBuilder Bidding Portal. Bidders may access the bidding portal via the Bid Submission 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 via WebEx (see link and details above).

All visitors to the CLT Center are required to show photo ID and obtain a visitor’s pass from the CLT Center front desk. Please allow time for this procedure as the Pre-Bid Conference and Bid Opening times can NOT be changed for any reason. Preferred brand alternates, to the extent applicable, will be addressed at the Pre-Bid Conference.

Title VI Solicitation Notice: The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this Invitation to Bid, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. INSTRUCTIONS TO BIDDERS

A. INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

- 1.1 **AIP.** The Airport Improvements Program, a grant program administered by the Federal Aviation Administration.
- 1.2 **Addendum or Addenda.** Written or graphic instruments issued by the Owner prior to the submission of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections or other type of modifications. Bidders, upon receiving Addenda, shall insert same into the Bid Documents.
- 1.3 **Additive or Deductive Bid Item (Alternate Bid).** An amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner.
- 1.4 **Air Operations Area (AOA).** Any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
- 1.5 **Airport.** The Charlotte Douglas International Airport, including all areas of land or water used or intended to be used for the landing and takeoff of aircraft and including its buildings and facilities, if any.
- 1.6 **Alternate.** An amount stated in a bid for a specific material, product or good that can be added or deducted from the Base Bid by the Owner if the defined changes are made to the Plans or Specifications.
- 1.7 **Authorized Representative.** The firm or individual nominated by the Owner to act on behalf of the Owner; e.g., Engineer and/or Architect of Record, City Project Manager or others as designated by Owner.
- 1.8 **Award.** The acceptance, by the Owner, of the successful bidder's proposal upon authorization of the Charlotte City Council.
- 1.9 **Base Bid.** The sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Additive or Deductive Bid Items.
- 1.10 **Bid.** A complete and properly signed offer to do the work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.
- 1.11 **Bid Documents.** All documents and forms contained in this Project Manual.
- 1.12 **Bid Security.** The security furnished with a Bid to guarantee that the Bidder will enter into the Contract if its Bid is accepted by the Owner.
- 1.13 **Bidder.** Any individual, partnership, firm, corporation or other business entity acting directly through a duly authorized representative, who submits a bid for the Work contemplated.
- 1.14 **Calendar Day.** Every day on the calendar between Notice to Proceed and Substantial Completion of all the work to be performed.

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- 1.15 **Change Order.** A written order to the Contractor covering changes in the Plans, Specifications, or Contract Item quantities and establishing the basis of payment and Contract Time adjustment, if any, for the Work affected by such changes.
- 1.16 **Claim.** A demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.
- 1.17 **Contract Documents or Contract.** The executed agreement between the Owner and the successful bidder, covering the performance of and compensation for the Work. The term Contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The Contract shall include, but not be limited to the Invitation to Bid, Instructions to Bidders, Bid Form and Supplements, Contract Requirements and Forms, required certificates and affidavits, bonds, addenda, technical specifications and plans. The Contract shall constitute one instrument.
- 1.18 **Contract Item or Pay Item.** A specific unit of Work for which a price is provided in the Contract.
- 1.19 **Contract Time.** The number of calendar days or working days, stated in the proposal, allowed for completion of the Contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the Contract shall be completed by that date.
- 1.20 **Contractor.** The successful Bidder with whom the City contracts for the Work.
- 1.21 **Date of Substantial Completion.** The date certified by the Owner on which the Project is complete to the extent it can be used for its intended purpose in accordance with the requirements of the Contract.
- 1.22 **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern: (a) that is at least fifty-one (51%) percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one (51%) percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 1.23 **Engineer.** The individual, partnership, firm or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.
- 1.24 **FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.
- 1.25 **Inspector or Project Inspector.** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- 1.26 **Invitation to Bid (ITB).** A public announcement, as required by local law, inviting Bids for Work.
- 1.27 **Major and Minor Contract Items.** A major Contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 25 percent of the total amount of the awarded Contract. All other items shall be considered Minor Contract items.
- 1.28 **Notice to Proceed (NTP).** A written notice to the Contractor to begin the Work on a specified date.

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- 1.29 **Owner.** The City of Charlotte. For the purpose of this Project Manual, the Owner may also be referred to as the **Sponsor** or **City**.
- 1.30 **Payment Bond.** The approved form of security furnished by the Contractor and its surety as a guaranty that it will pay in full all bills and accounts for materials and labor used in the construction of the Work.
- 1.31 **Performance Bond.** The approved form of security furnished by the Contractor and his surety as a guarantee that the Contractor will complete the Work in accordance with the terms of the Contract.
- 1.32 **Plans.** The official drawings or exact reproductions, approved by the Owner, which show the location, character, dimensions and details of the Airport and the Work to be done and which are to be considered as part of the Contract.
- 1.33 **Project.** A specific Airport development. The Work may be a portion or the whole of a Project.
- 1.34 **Runway.** The area on the Airport prepared for the landing and takeoff of aircraft.
- 1.35 **Small Business Enterprise (SBE)** means a business which (a) is at least fifty-one percent (51%) owned by one or more persons (b) the owner has a personal net worth less than 750,000 a year; (c) is located within the metropolitan statistical area and finally (d) has been in business a minimum of 1 year.
- 1.36 **Socially and Economically Disadvantaged Individual** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis;

any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged:

“Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

“Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;

“Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

“Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Naura, Federated States of Micronesia, or Hong Kong;

“Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

Women;

Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such times as the SBA designation becomes effective.

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- 1.37 **Specifications.** The written directions and requirements for completing the Work. Standards for specifying materials or testing which are cited in the specifications by reference shall have the same force and effect as if included in the Contract physically.
- 1.38 **Structures.** Airport facilities such as buildings, bridges; culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the Airport that may be encountered in the Work and not otherwise classified herein.
- 1.39 **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.
- 1.40 **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.
- 1.41 **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 Contractor shall achieve Substantial Completion of the Work within **420 calendar days** from the date of commencement stated in the written Notice to Proceed. Contractor acknowledges that the time for completion of the Work is sufficient for it to perform all the Work.
- 2.2 **LIQUIDATED DAMAGES:** The Contractor hereby further agrees that the Owner is authorized to deduct and retain out of the monies due to the Contractor and/or the Contractor is liable to the City for each and every day the time employed upon said work or delivery may exceed the time stipulated for such performance and completion. The sum per calendar day is fixed in view of the difficulty of estimating such damages that the Owner will suffer by reason of such default. The liquated damages amount is not capped.

Liquidated damages for failure to complete the project within the allotted contract time will be as follows:

- For the first 60 days the contract time is exceeded, fifteen thousand dollars (\$15,000.00) per calendar day will be assessed against the Contractor for each calendar day or portion thereof that the total contract time is exceeded.
- Thereafter, twenty-five thousand dollars (\$25,000) per calendar day for each calendar day or portion thereof.

Liquidated damages for failure to reopen taxiways and runways by scheduled reopening time will be as follows:

- One hundred fifty dollars (\$150.00) per minute for the first 15 minutes.
- Two hundred fifty dollars (\$250.00) per minute for each minute thereafter

Liquidated damages for SIDA fence breaches or damage to the SIDA fence will be as follows:

- Twenty-five thousand dollars (\$25,000.00) per occurrence will be assessed against the Contractor for lack of security oversight (inspector) during SIDA breaches.
- Two thousand dollars (\$2,000.00) per occurrence will be assessed against the Contractor for damage to the SIDA fence. In that event, work on the new fence shall be stopped immediately and the existing fence shall be repaired and returned to service before work resumes on the new fence. If there are numerous instances of damage and it appears that care is not being taken to protect the existing fence, a \$2,000.00/instance fine will be

charged at the Airport's discretion.

3.0 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 can be found at:

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

For additional information regarding compliance with the DBE Program and required forms, please see Section V.

3.2 The City has established a DBE participation goal (the "DBE Goal") of **EIGHTEEN PERCENT (18.00%)** for this Contract. The committed DBE Goal agreed to between the City and the lowest responsive, responsible bidder shall be documented in Paragraph 8.0 of the Contract set forth in Section IV.A. below.

3.3 In addition to all other remedies available to Owner under this Contract, failure to comply with the DBE Program may result in the assessment of liquidated damages against the Contractor as set forth in Section V below.

4.0 SITE TOURS

Site tour information will be scheduled with the Airport. Specific times and dates to be given at Pre-Bid Conference.

5.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

Bidders shall take no advantage of any apparent error or omission in the Bid Documents or Contract Documents. In the event a Bidder discovers an error or omission, the Bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.

6.0 BIDDER REPRESENTATIONS

6.1 Each Bidder by making its Bid represents that it:

- A. Has examined the site of the proposed Work and the Bidding Documents; and
- B. Is satisfied as to the character, quality and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed Contract; and
- C. Acknowledges that submission of a Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered, and has adequate time to perform the Work in accordance with the requirements of the Contract Documents.
- D. Warrants and certifies that as of the date of this Bid, Bidder is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4.

The person signing this Bid certifies that he or she is authorized by the Bidder to make the foregoing certification. Bidder further agrees that it will not utilize on this Contract any subcontractor that is identified on the Final Divestment List.

- 6.2 Bidders for this Work shall be qualified and licensed for this particular Work by the State of North Carolina prior to time of Bid Opening. North Carolina License type, number and dollar limit must be indicated where requested for the Bidder.
- 6.3 Bidders shall have previous acceptable experience, of current personnel, in the construction of at least two (2) projects in the last ten (10) years that demonstrate the ability to accomplish the Work required by this Contract. If the Bidder is a recently formed entity, then the previous experience of the component entities will be considered. The Owner shall be the sole judge of acceptable previous experience. The Bidder shall have regularly and principally engaged in work of the quality and scope indicated by the Contract Documents, utilizing administrators and supervisors regularly employed by the Bidder for managing the Work, and utilizing workers regularly employed by the Bidder for construction not performed by subcontractors.
- 6.4 In the event that a Bidder is discovered to be ineligible after a Contract is awarded, the ineligible bidder shall indemnify the City against any losses suffered by the City because of the Bidder's ineligibility. The City reserves the right to take any steps it believes appropriate to lessen its actual or potential loss, including termination of the Contract or withholding payments sufficient to cover losses.
- 6.5 Bidder shall abide by the confidentiality requirements set forth in Section 13 of the Instruction to Bidders.
- 6.6 Bidder shall comply with all federal, state and local laws and regulations relating to the preparation and submission of the Bid including, without limitation, E-Verify, and shall submit to Owner all required certifications, verifications, permits and licenses.

7.0 BID DOCUMENTS

7.1 Documents

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

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

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

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

7.2 Interpretation or Correction of Bidding Documents

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

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

Requests for interpretation or clarification must be submitted electronically to the ITB Project Manager via the e-bidding portal Q&A Board. The deadline for submitting written requests for clarification shall be close of business on Monday, September 7, 2020 at 5:00 PM EST.

All questions must be submitted no later than the date and time stated in the ITB Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the bid due date.

The point of contact for all submissions and correspondence regarding this ITB is Jasmyne Turman (“ITB Project Manager”) who can be contacted through the Q&A Board online in the e-bidding portal. If there are technical questions regarding use of the e-bidding portal, please contact the ITB Project Manager at jasmyne.turman@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 e-bidding 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
- (4) Bid Bond
- (5) Buy American 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 and the underlying purchases made by the Contractor or by the Contractor’s subcontractor.

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

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

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

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

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

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

8.3 E-Verify

Unless otherwise exempt, 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 Divestment Act and Israel Boycott

NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Company appearing on The Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Except to the extent specifically provided above, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Agreement.

8.5 Bid Security

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.

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.

8.6 Submission of Bids

Bidders must submit their Bid through the e-bidding portal using the following link:

Bidders shall be responsible for the timely delivery of Bids at the bid opening location specified.

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

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.

8.7 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 Award of Bid

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

9.2 Opening of Bids

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

9.3 Alternates

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

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

9.4 Rejection of Bids

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

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

1. Submitting more than one Bid from the same partnership, firm, or corporation under the same or different name.
2. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

10.0 PRE-AWARD

10.1 Submittals

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

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

11.0 AWARD OF CONTRACT

Contract work may not proceed until the properly executed Agreement and all required submittals are delivered to the Owner in acceptable form and the City has executed the Contract. The time of completion for the Project will not be extended due to delays by the Contractor in executing and delivering required documents.

12.0 FINANCIAL

12.1 Audit Rights

The Owner shall have the right to inspect, examine and make copies of any and all books, accounts, records, and other writings of contractors relating to the performance of the Work under the Contract, including change orders. Such audit rights shall be extended to any duly authorized representatives designated by the Owner. Audits shall take place at times and locations mutually agreed upon by both parties, but not later than one week following the date of a request for an audit.

12.2 Subcontractor Payments

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

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

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

13.0 CONFIDENTIALITY REQUIREMENTS

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

13.2 Confidential Information

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

- A. Trade secrets. For purposes of this Contract, trade secrets consist of information of the Owner or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- B. Information of the Owner or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- C. Information relating to criminal investigations conducted by the Owner, and records of criminal intelligence information compiled by the Owner.
- D. Information contained in the City/County’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the Owner about employees, except for that information which is a matter of public record under North Carolina law.
- E. Citizen or employee social security numbers collected by the Owner.
- F. Computer security information of the Owner, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- G. Local tax records of the Owner that contains information about a taxpayer’s income or receipts.
- H. Any attorney / Owner privileged information disclosed by either party.
- I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- J. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- K. Building plans of Owner-owned buildings or structures, as well as any detailed security plans.

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- 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 14.2.3 through 14.2.13 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 in to the contrary, in the event that the Contractor is unintentionally exposed to any Confidential Information of the Owner, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

13.6 Remedies

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

14.0 E-BUILDER PROJECT CONTROL SYSTEM

Upon Owner's request, Contractor shall use the Owner's web-based project control software ("e-Builder") for records retention and management of all Project documentation. Information on e-Builder can be found at www.e-builder.net. Documents, forms, and processes that will be used in e-Builder by the Owner, Owner's representatives and Contractor include but are not limited to: construction drawings (including as-builts), submittals (quality plan, safety plan, schedules, etc.), reports (accident, inspection, non conformance, etc.), project photos, transmittals, requests For information, change notices, change requests, change orders, change directives, design change, field change notices, letters, meeting notifications, meeting minutes, Buy America certifications and pay applications. If an item is not covered by e-Builder, submittal shall be as directed by the Owner or Owner's representative. For shop drawing submittal documents larger than 11x17, submittal shall be as directed by the Owner or Owner's representative.

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

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

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

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

III. BID FORM AND SUPPLEMENTS

A. ITEMIZED BID

**TAXIWAY F EXTENSION, DEICING PAD, AND SOUTH CROSSFIELD TAXIWAY AND YORKMONT ROAD REALIGNMENT
PROJECT – PACKAGE 1**

Charlotte Douglas International Airport
Project No.: AF18-008

BASE BID (Bid Schedule 1 + Bid Schedule 2 = BASE BID)

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

_____ Dollars (\$_____)

BID SCHEDULE 1: EARTHWORK & UTILITIES - UNIT PRICES

Item No.	Spec. No.	Description	QTY	Unit	Unit Price	Amount
1	SP-2-2.1	TEMPORARY TAXIWAY U ACCESS ROAD	1	LS		
2	SP-3-2.1	VARIABLE DEPTH MILLING – HAUL ROUTE REPAIR	4,600	SY		
3	SP-3-2.2	ASPHALT PLANT MIX – HAUL ROUTE REPAIR	750	TON		
4	SP-7-2.1	ABC STONE – BORROW SITE 12 HAUL ROAD	1,900	TON		
5	SP-7-2.2	VARIABLE DEPTH MILLING – TAXIWAY S SHOULDER REMOVAL	200	SY		
6	SP-7-2.3	ASPHALT PLANT MIX – TAXIWAY S SHOULDER REPAIR	150	TON		
7	C-102-5.1	GRAVEL CONSTRUCTION ENTRANCE (NCDOT 1607.01)	8	EA		
8	C-102-5.2	EROSION CONTROL MATTING (NCDOT 1631.01)	192,400	SY		
9	C-102-5.3	HIGH HAZARD SILT FENCE	9,100	LF		
10	C-102-5.4	ROCK INLET SEDIMENT TRAP, TYPE A (NCDOT 1632.01)	45	EA		
11	C-102-5.5	INLET PROTECTION	9	EA		
12	C-102-5.6	TEMPORARY ROCK SILT CHECK, TYPE A (NCDOT 1633.01)	39	EA		
13	C-102-5.7	TEMPORARY ROCK SILT CHECK, TYPE B (NCDOT 1633.02)	56	EA		
14	C-102-5.8	TEMPORARY SILT FENCE (NCDOT 1605.01)	12,300	LF		
15	C-102-5.9	TEMPORARY SLOPE DRAIN (NCDOT 1622.01)	4,600	LF		
16	C-102-5.10	TEMPORARY DIVERSION DITCH (NCDOT 1630.05)	13,800	LF		
17	C-102-5.11	TEMPORARY RISER SEDIMENT BASIN W/ SKIMMER	9	EA		
18	C-102-5.12	TEMPORARY SEDIMENT BASIN W/ SKIMMER	4	EA		
19	C-102-5.13	TEMPORARY SEEDING	82	AC		
20	C-102-5.14	ROCK PIPE INLET SEDIMENT TRAP A (NCDOT 1635.01)	6	EA		
21	C-102-5.15	SILT FENCE OUTLET (NCDOT 1606)	14	EA		
22	C-102-5.16	PERMANENT RIP RAP, CLASS I	100	TON		
23	C-102-5.17	PERMANENT RIP RAP, CLASS II	3,600	TON		
24	C-102-5.18	PERMANENT RIP RAP, CLASS B	200	TON		
25	C-105-6.1	MOBILIZATION	1	LS		
26	C-105-6.2	FLAGGER	5,500	HR		
27	C-105-6.3	GATE GUARD	3,300	HR		
28	P-101-5.1	REMOVE EXISTING DETENTION FACILITIES	1	LS		

29	P-101-5.2	ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH 4-12")	15,400	SY		
30	P-101-5.3	CONCRETE PAVEMENT REMOVAL (VARIABLE DEPTH 16-25")	7,300	SY		
31	P-101-5.4	REMOVAL OF CONCRETE FLUME/SWALE	440	LF		
32	P-101-5.5	REMOVAL OF LIGHTING CABLE - AA PARKING LOT	1,450	LF		
33	P-101-5.6	REMOVAL OF DUAL - 8'W X 10'H ENDWALL	1	EA		
34	P-101-5.7	REMOVAL OF DUAL - 8'W X 10'H HEADWALL (INCL. SECURITY GRATE)	1	EA		
35	P-101-5.8	REMOVAL OF LIGHT POLE FOUNDATION	10	EA		
36	P-101-5.9	REMOVAL OF SANITARY SEWER PIPE	2,550	LF		
37	P-101-5.10	REMOVAL OF SANITARY SEWER MANHOLE	13	EA		
38	P-101-5.11	REMOVAL OF STORM DRAINAGE PIPE	1,380	LF		
39	P-101-5.12	REMOVAL OF STORM DRAINAGE STRUCTURE	13	EA		
40	P-101-5.13	REMOVAL OF UTILITY STRUCTURE	1	EA		
41	P-101-5.14	BUILDING/STRUCTURE REMOVAL	1	LS		
42	P-101-5.15	EXISTING SIDA FENCE AND GATE REMOVAL	9,500	LF		
43	P-151-4.1	CLEARING AND GRUBBING	72	AC		
44	P-151-4.2	TREE REMOVAL	66	AC		
45	P-152-4.1	EMBANKMENT IN PLACE	1,850,000	CY		
46	P-152-4.3	ROCK EXCAVATION (CULVERT/SANITARY SEWER)	9,100	CY		
47	P-152-4.4	UNSUITABLE EXCAVATION AND BACKFILL	75,000	CY		
48	P-153-6.1	CONTROLLED LOW-STRENGTH MATERIAL	3,800	CY		
49	M-160-5.1	OVER-EXCAVATION AND REPLACEMENT WITH WELL- GRADED STONE	6,400	CY		
50	M-160-5.2	OVER-EXCAVATION AND REPLACEMENT WITH OPEN- GRADED STONE	500	CY		
51	M-160-5.3	OVER-EXCAVATION AND REPLACEMENT WITH OPEN- GRADED STONE WRAPPED IN GEOTEXTILE	3,000	CY		
52	M-160-5.4	OVER-EXCAVATION AND REPLACEMENT WITH CLSM	600	CY		
53	M-170-5.1	SETTLEMENT INSTRUMENT	3	EA		
54	M-170-5.2	SETTLEMENT GAUGE	16	EA		
55	F-162-5.1	10' TALL, CHAIN LINK FENCE WITH BARBED AND CONCERTINA WIRE	12,900	LF		

56	F-162-5.2	24' DOUBLE SWING GATE	6	EA		
57	D-701-5.1	18" RCP O-RING STORM DRAINAGE PIPE, CLASS V	300	LF		
58	D-701-5.2	24" RCP O-RING STORM DRAINAGE PIPE, CLASS V	1,580	LF		
59	D-701-5.3	30" RCP O-RING STORM DRAINAGE PIPE, CLASS V	900	LF		
60	D-701-5.4	36" RCP O-RING STORM DRAINAGE PIPE, CLASS III	320	LF		
61	D-701-5.5	36" RCP O-RING STORM DRAINAGE PIPE, CLASS V	2,000	LF		
62	D-701-5.6	42" RCP O-RING STORM DRAINAGE PIPE, CLASS V	1,260	LF		
63	D-701-5.7	48" RCP O-RING STORM DRAINAGE PIPE, CLASS V	760	LF		
64	D-701-5.8	54" RCP O-RING STORM DRAINAGE PIPE, CLASS III	150	LF		
65	D-701-5.9	54" RCP O-RING STORM DRAINAGE PIPE, CLASS V	500	LF		
66	D-701-5.10	60" RCP O-RING STORM DRAINAGE PIPE, CLASS V	170	LF		
67	D-701-5.11	72" RCP O-RING STORM DRAINAGE PIPE, CLASS V	200	LF		
68	D-701-5.12	84" RCP O-RING STORM DRAINAGE PIPE, CLASS V	780	LF		
69	D-701-5.13	96" RCP O-RING STORM DRAINAGE PIPE, CLASS V	300	LF		
70	D-701-5.14	8" DIP SANITARY SEWER PIPE, CLASS 56	240	LF		
71	D-701-5.15	12" DIP SANITARY SEWER PIPE, CLASS 56	880	LF		
72	D-701-5.16	30" DIP SANITARY SEWER PIPE, CLASS 56	3,200	LF		
73	D-751-5.1	48" STORM DRAINAGE MANHOLE, AIRCRAFT RATED	2	EA		
74	D-751-5.2	72" STORM DRAINAGE MANHOLE, AIRCRAFT RATED	1	EA		
75	D-751-5.3	120"X120" STORM DRAINAGE DROP INLET BASE, MANHOLE TOP, AIRCRAFT RATED	2	EA		
76	D-751-5.4	36"X54" STORM DRAINAGE DROP INLET BASE, FRAME AND TWO GRATE TOP, AIRCRAFT RATED	15	EA		
77	D-751-5.5	54"X54" STORM DRAINAGE DROP INLET BASE, FRAME AND TWO GRATE TOP, AIRCRAFT RATED	5	EA		
78	D-751-5.6	72"X54" STORM DRAINAGE DROP INLET BASE, FRAME AND TWO GRATE TOP, AIRCRAFT RATED	1	EA		

79	D-751-5.7	84"X54" STORM DRAINAGE DROP INLET BASE, FRAME AND TWO GRATE TOP, AIRCRAFT RATED	1	EA		
80	D-751-5.8	108"X54" STORM DRAINAGE DROP INLET BASE, FRAME AND TWO GRATE TOP, AIRCRAFT RATED	1	EA		
81	D-751-5.9	60"X60" STORM DRAINAGE DROP INLET BASE, FRAME AND TWO GRATE TOP, AIRCRAFT RATED	1	EA		
82	D-751-5.10	54"X108" STORM DRAINAGE DROP INLET BASE, FRAME AND FOUR GRATE TOP, AIRCRAFT RATED	1	EA		
83	D-751-5.11	120"X54" STORM DRAINAGE DROP INLET BASE, FRAME AND FOUR GRATE TOP, AIRCRAFT RATED	1	EA		
84	D-751-5.12	36"X108" STORM DRAINAGE DROP INLET BASE FOR FUTURE FOUR GRATE TOP, AIRCRAFT RATED	1	EA		
85	D-751-5.13	48"X108" STORM DRAINAGE DROP INLET BASE FOR FUTURE FOUR GRATE TOP, AIRCRAFT RATED	2	EA		
86	D-751-5.14	54"X108" STORM DRAINAGE DROP INLET BASE FOR FUTURE FOUR GRATE TOP, AIRCRAFT RATED	2	EA		
87	D-751-5.15	60"X108" STORM DRAINAGE DROP INLET BASE FOR FUTURE FOUR GRATE TOP, AIRCRAFT RATED	3	EA		
88	D-751-5.16	72"X108" STORM DRAINAGE DROP INLET BASE FOR FUTURE FOUR GRATE TOP, AIRCRAFT RATED	5	EA		
89	D-751-5.17	54"X54" STORM DRAINAGE DROP INLET BASE FOR FUTURE TWO GRATE TOP, AIRCRAFT RATED	2	EA		
90	D-751-5.18	SQUARE CAST IN PLACE SANITARY SEWER MANHOLE, AIRCRAFT RATED	10	EA		
91	D-751-5.19	SQUARE CAST IN PLACE SANITARY SEWER DOGHOUSE MANHOLE, AIRCRAFT RATED	3	EA		
92	D-751-5.20	STORM DRAINAGE MANHOLE, NON-AIRCRAFT RATED	2	EA		
93	D-751-5.21	OPEN THROAT DROP INLET (4-SIDED OPENING), NON-AIRCRAFT RATED	4	EA		
94	D-752-5.1	24" CONCRETE FLARED END SECTION	3	EA		
95	D-752-5.2	30" CONCRETE FLARED END SECTION	2	EA		
96	D-752-5.3	36" CONCRETE FLARED END SECTION	2	EA		
97	D-752-5.4	42" CONCRETE FLARED END SECTION	1	EA		

98	D-752-5.5	96" CULVERT HEADWALL AND WINGWALLS	1	EA		
99	D-752-5.6	DUAL – 10'W X 10'H REINFORCED CONCRETE BOX CULVERT	3,330	LF		
100	D-752-5.7	DUAL – 10'W X 10'H ENDWALL	2	EA		
101	D-752-5.8	SECURITY GRATE	9	EA		
102	D-752-5.9	JUNCTION BOX, NON-AIRCRAFT RATED	1	EA		
103	D-752-5.10	10' X 10' JUNCTION BOX	1	EA		
104	D-752-5.11	14' X 14' JUNCTION BOX	1	EA		
105	T-901-5.1	PERMANENT SEEDING & MULCHING	163	AC		
106	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE	2,100	LF		
107	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	175	LF		
108	L-110-5.1	15W/6IN CONCRETE ENCASED DUCT BANK	1,115	LF		
109	L-110-5.2	4W/6IN CONCRETE ENCASED DUCT BANK	100	LF		
110	L-110-5.3	2W/6IN CONCRETE ENCASED DUCT BANK	70	LF		
111	L-110-5.4	1W/2IN DIRECT EARTH BURIED DUCT BANK	175	LF		
112	L-115-5.1	10X10 OCTAGONAL MANHOLE	3	EA		
113	L-125-7.1	MISCELLANEOUS AIRFIELD ELECTRICAL DEMOLITION	1	LS		
114	L-125-7.2	REMOVE EDGE LIGHT AND FOUNDATION	22	EA		
115	L-125-7.3	REMOVE EDGE LIGHT AND INSTALL STEEL COVER	19	EA		
116	L-125-7.4	REMOVE TAXIWAY SIGN AND FOUNDATION	3	EA		
117	L-125-7.5	REMOVE TAXIWAY SIGN - FOUNDATION TO REMAIN	1	EA		
118	L-125-7.6	L-853 RETROREFLECTIVE MARKERS	19	EA		
119	L-125-7.7	TAXIWAY GUIDANCE SIGN PANEL REPLACEMENT	1	EA		
120	L-125-7.8	UPDATE ALCS GRAPHICS PANEL AND TOUCHSCREEN	1	LS		
SCHEDULE 1 UNIT PRICE TOTAL AMOUNT:						

SCHEDULE 2: REGIONAL DETENTION BASIN - UNIT PRICES

Item No.	Spec. No.	Description	QTY	Unit	Unit Price	Amount
1	SP-8-2.1	ABC STONE – DETENTION BASIN CONSTRUCTION ACCESS ROAD	2,610	TON		
2	C-102-5.1	GRAVEL CONSTRUCTION ENTRANCE (NCDOT 1607.01)	2	EA		
3	C-102-5.2	EROSION CONTROL MATTING (NCDOT 1631.01)	38,700	SY		
4	C-102-5.3	HIGH HAZARD SILT FENCE	4,600	LF		
5	C-102-5.8	TEMPORARY SILT FENCE (NCDOT 1605.01)	1,510	LF		
6	C-102-5.10	TEMPORARY DIVERSION DITCH (NCDOT 1630.05)	2,050	LF		
7	C-102-5.11	TEMPORARY RISER SEDIMENT BASIN W/ SKIMMER	1	EA		
8	C-102-5.12	TEMPORARY SEDIMENT BASIN W/ SKIMMER	2	EA		
9	C-102-5.13	TEMPORARY SEEDING	15	AC		
10	C-102-5.16	PERMANENT RIP RAP, CLASS I	1,310	TON		
11	C-102-5.17	PERMANENT RIP RAP, CLASS II	6,700	TON		
12	C-102-5.18	PERMANENT RIP RAP, CLASS B	3,800	TON		
13	C-102-5.19	PERMANENT RIP RAP, 30" - D50	10,500	TON		
14	C-102-5.20	PERMANENT RIP RAP, 21" - D50	4,250	TON		
15	C-102-5.21	WATTLES (NCDOT 1631)	6,500	LF		
16	C-102-5.22	ROCK CROSS VANE STRUCTURE	2	EA		
17	P-101-5.9	REMOVAL OF SANITARY SEWER PIPE	1,160	LF		
18	P-101-5.10	REMOVAL OF SANITARY SEWER MANHOLE	5	EA		
19	P-151-4.1	CLEARING AND GRUBBING	19	AC		
20	P-152-4.1	EMBANKMENT IN PLACE	24,500	CY		
21	P-152-4.2	ROCK EXCAVATION (DETENTION BASIN)	51,000	CY		
22	P-152-4.4	UNSUITABLE EXCAVATION AND BACKFILL	500	CY		
23	D-701-5.4	36" RCP O-RING STORM DRAINAGE PIPE, CLASS III	67	LF		
24	D-701-5.16	30" DIP SANITARY SEWER PIPE, CLASS 56	735	LF		
25	D-751-5.22	60" SANITARY SEWER MANHOLE, NON-AIRCRAFT RATED	2	EA		
26	D-751-5.23	60" SANITARY SEWER DOGHOUSE MANHOLE, NON-AIRCRAFT RATED	2	EA		
27	D-752-5.12	PRECAST OUTLET RISER	1	LS		
28	D-752-5.13	CONCRETE WEIR, 12" THICK w/THICKENED EDGES	160	CY		

29	D-752-5.14	7'W x 6'H PRECAST CONCRETE BOX CULVERT	630	LF		
30	D-752-5.15	CULVERT WINGWALLS, CAST-IN- PLACE	3	EA		
31	T-901-5.1	PERMANENT SEEDING & MULCHING	15	AC		
SCHEDULE 2 UNIT PRICE TOTAL AMOUNT:						

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

BID GUARANTEE

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

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

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

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 the enclosed bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age 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 Buy American Compliance for Manufactured Products
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

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

Date

Signature

Company Name

Title

IV. CONTRACT REQUIREMENTS AND FORMS

A. CONTRACT

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

RECITALS

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

WHEREAS, the City issued An Invitation to Bid dated _____ requesting bids from qualified firms to [insert description of project/work]. This Invitation to Bid, together with all attachments and addenda, is referred to herein as the “ITB”; and

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 [insert description of project/work]; and.

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 [insert project name].

3.0 CONTRACT DOCUMENTS. The Contract Documents shall include, without limitation, 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 real 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.

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 [insert contract period] from the date of commencement. The Contractor shall notify the Owner in writing at least 24 hours in advance of the time actual construction operations will begin.

6.0 LIQUIDATED DAMAGES. Contractor is obligated to complete the Work within the Contract Time and acknowledges that Owner will be damaged should Contractor not complete the Work within the Contract Time. 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, in the amount of \$ [] for each day the Work is not completed within the Contract Time. 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.

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 committed DBE Goal for this Project shall be [] percent (??%). 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 shall thoroughly examine and be familiar with provisions of 49 CFR Part 26 and the DBE Program. Company 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.” Company 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.

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

SECTION 10 – DEFINITION OF TERMS

Whenever 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:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHTO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the Airport to a public highway.

10-03 ASTM. The American Society for Testing and Materials.

10-4 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.

10-5 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the Airport area.

10-6 EXTRA WORK. An item of work not provided for in the Contract as previously modified by Change Order, but which is found by the Engineer to be necessary to complete the Work within the intended scope of the Contract as previously modified.

10-7 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-8 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-9 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 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, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the Contract Documents 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.

10-10 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-11 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.

10-12 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-13 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.

10-14 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

10-15 SUBGRADE. The soil that forms the pavement foundation.

10-16 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

END OF SECTION 10

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 and shall have the right to make such alterations in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the Work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost by more than 25 percent (total cost being based on the unit prices and estimated quantities in the Contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the Contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the Contract. These alterations that are for work within the general scope of the Contract shall be covered by “Change Orders” issued by the Owner. Change Orders for altered work shall include extensions of Contract Time where, in the Owner’s opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by Change Order. If the Owner and the Contractor are unable to agree on a unit adjustment for any Contract Item that requires a Change Order, the Owner reserves the right to terminate the Contract with respect to the Contract Item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the Owner’s best interest and with Owner’s concurrence, omit from the Work any Contract Item, except Major Contract Items. Major Contract Items may be omitted by a Change Order. 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 nonperformed, 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 the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the Contract require the Contractor to perform an item of work for which no basis of payment has been provided in the Contract or previously issued Change Orders, the same shall be called “Extra Work.” Extra Work shall be covered by written Change Order. Change Orders for such 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 Engineer’s opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner’s best interest, the Engineer may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Any claim for payment of Extra Work that is not covered by written Change Order 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. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the AOA of the Airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. 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 the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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 indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the Contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, 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 either embankment or waste, he may at his/her option either:

- a. Use such material in another Contract Item, providing such use is approved by the Engineer and is in conformance with the Specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the Contract.

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

Should the Engineer 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 his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Work. The Contractor shall not be charged for his/her use of such material so used in the Work or removed from the site.

Should the Engineer 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 his/her exercise of option a., b., or c.

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

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. He 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 such property owner.

END OF SECTION 40

SECTION 50 – CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

If the Owner does not retain an Engineer for the Project, all references to “Engineer” in the Contract Documents shall be deemed to mean “Owner.”

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 Documents.

If the Engineer 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 his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected Work be accepted and remain in place. In this event, the Engineer will document his/her 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. The Engineer’s determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (Change Order) as applicable.

If the Engineer 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 Engineer’s written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor’s responsibility to complete the Work in accordance with the Contract Documents. The term shall not be construed as waiving the Engineer’s responsibility to insist on strict compliance with the requirements of the Contract Documents during the Contractor’s prosecution of the Work, when, in the Engineer’s opinion, such compliance is essential to provide an acceptable finished portion of the Work.

For the purpose of this subsection, the term “reasonably close conformity” is also intended to provide the Engineer with the authority, after consultation with the Owner and FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract Documents.

Neither the Owner nor the Engineer will 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 DOCUMENTS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. 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 conditions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general conditions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Conditions conflict with General Conditions or Specifications, the Special Conditions shall govern.

From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Owner and Engineer for their interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner and Engineer for their interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor shall obtain from Owner's plan room provider at its expense at least one copy each of the Plans and Specifications released for construction. He shall have available on the work at all times one copy each of the Plans and Specifications. Additional copies of Plans and Specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as his/her agent on the Work. The superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative. The Contractor shall notify the Owner and Engineer in writing of any change to the superintendent on the Work. The Owner further reserves the right to request the removal of the superintendent on the Work if the superintendent is unable to prosecute the Work or is otherwise unfamiliar with these Contract Documents including, without limitation, the Plans and Specifications.

50-05 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 his/her work so as 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 his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

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

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the Work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case

of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the Work contracted for under these Specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): CAD, PDF, Microsoft Excel, or another digital format reasonably acceptable to the Owner. 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.

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:

- a. Taxiways – minimum 3 per station
- b. Holding apron areas – minimum 3 per station
- c. Roadways – minimum 3 per station

Base Course blue tops at 25 foot stations and 25-foot offset distance (max.) for the following section locations:

- a. Taxiways – minimum 3 per station
- b. Holding apron areas – minimum 3 per station

Pavement areas:

- a. Fence lines at 100-foot stations
- b. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs), pull boxes and manholes.
- c. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
- d. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the Contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the Contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the Plans and Specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the Contract Documents and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the Work shall be subject to inspection by the Engineer. The Engineer 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 Engineer 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.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the 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 Documents will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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 the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the Plans or as given, except as herein specified, or any Extra Work done without authority, will be considered

as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

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 shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

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

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

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

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the Work as provided in the Subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION, the Engineer 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 Engineer'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 deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the Project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept it as being completed, 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.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The Engineer 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 Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. 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 Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

END OF SECTION 50

SECTION 60 – CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the Work shall conform to the requirements of the Contract Documents. 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 complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the Work. Such statements shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. 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 conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the Plans or Specifications, the Contractor shall furnish such equipment that is:

- a. Listed in FAA Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this Contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

EQUIPMENT NAME
CITED FAA SPECIFICATIONS
EFFECTIVE FAA AC OR APPROVAL LETTER FOR EQUIPMENT AND MANUFACTURER

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the Work shall be inspected, tested, and approved by the Engineer before incorporation in the Work. Any work in which untested materials are used without approval or written permission of the Engineer 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 Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Engineer. 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 his/her request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer 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 Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer’s certificates of compliance 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.

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 Engineer.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “brand name,” 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.

Should the Contractor propose to furnish an “or equal” material or assembly, he shall furnish the manufacturer’s certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the Work.

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

60-04 PLANT INSPECTION. The Engineer or his/her 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 his/her acceptance of the material or assembly.

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

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer 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 Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located 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 Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as 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 so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. 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, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. 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 Engineer 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 his/her entire 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 Documents 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 Engineer.

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 Engineer 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 herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

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. He 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 his/her 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 himself or his/her 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 prosecution 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, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save 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 prosecution 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) is indicated as follows:

Owner (Utility or Other Facility)

Location (See Plan Sheet No.)

Person to Contact (Name, Title, Address and Phone)

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 Engineer.

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 so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, 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 Documents. 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 AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the Contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the

Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the Work.

As required by the USC, the Work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the Contract Documents.

No requirement of the USC, the rules and regulations implementing the USC, or this Contract shall be construed as making the Federal Government 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 shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her 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 his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the AOA shall be a maximum of 18 in high. Unless otherwise specified, barricades shall be spaced not more than 25 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the AOAs of the Airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all 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 Engineer and, in general, not closer than 1,000 feet (300 m) 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 his/her 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 (300 m) 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 has witnessed or otherwise referenced their 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 prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility will not be released until the Project shall have 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, he shall restore, at his/her own 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 he shall make good such damage or injury in an acceptable manner.

70-11 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 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.

70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the Work for the beneficial occupancy of the Owner prior to completion of the entire Contract, such “phasing” of the Work shall be specified herein and indicated on the Plans. When so specified, the Contractor shall complete such portions of the Work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

Phase or Description

Required Date or Sequence of Owner's Beneficial Occupancy

Work Shown on Plan Sheet

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the Work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the Work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, 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 his/her expense.

The Contractor shall make his/her 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 Work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2, Operational Safety on Airports During Construction (See Special Provisions.)

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of Work to traffic.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the Work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, 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 his/her 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, seedings, and soddings furnished under the Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, 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 his/her 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 Work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Utility Service or Facility

Person to Contact (Name, Title, Address, & Phone)

Owner's Emergency Contact (Phone)

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 his/her 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 his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the Work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her 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 Engineer.

The Contractor's failure to give the two days' notice hereinabove provided 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 excavation methods acceptable to the Engineer within 3 feet (90 cm) 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, he shall immediately notify the proper authority and the Engineer 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 Engineer 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 his/her operations whether or not 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 his/her surety.

70-14.1 FAA FACILITIES AND CABLE RUNS. If the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA, the Contractor, during the prosecution 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 notify the above-named FAA Airway Facilities Point-of-Contact 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 prosecution of the Work requires a facility outage, the Contractor shall contact the above-named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.
- d. If prosecution of the Work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above-named FAA Point-of-Contact.
- e. If the Work requires the cutting or splicing of FAA owned cables, the above-named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities 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 Airway Facilities' specifications and require approval by the above-named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-15 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.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her 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.

70-17 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 his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her 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.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-19 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 his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume his/her 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 modification (change order) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 – PROSECUTION 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 Engineer.

The Contractor shall provide copies of all subcontracts to the Owner and Engineer upon request.

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

80-02 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the Notice to Proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with the Contract Documents within the Contract Time.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the Contract Time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

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

80-03 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AOA of the Airport.

When the Work requires the Contractor to conduct his/her operations within an AOA of the Airport, the Work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the 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 hereinafter specified; immediately obey all instructions to vacate the AOA; immediately obey 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 the satisfactory conditions are provided. The following AOA 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 as follows:

AOA

Time periods AOA can be closed

Type of communications required when working in an AOA

Control authority

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (See Special Provisions).

80-03.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures 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 safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

80-04 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 Documents.

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 and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Engineer 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 be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from 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 Documents.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Engineer 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 Engineer 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 Engineer 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 subsection.

80-05 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the Work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the Work, or for such time as is 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 Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer in accordance with SECTION 6 – CLAIMS FOR ADJUSTMENTS AND DISPUTES – SUPPLEMENTAL GENERAL CONDITIONS. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the Contract Documents.

If it should become 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. He 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.

80-06 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of Calendar Days allowed for completion of the Work shall be stated in the Contract and shall be known as the Contract Time. Should the Contract Time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. 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. Charges against the Contract Time will cease as of the date of Final Acceptance.

b. When the Contract Time is a specified completion date, it shall be the date on which all Work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the Work within the Contract Time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract Time as extended, make a written request to the Engineer for an extension of time in accordance with SECTION 6 – CLAIMS FOR ADJUSTMENTS AND DISPUTES – SUPPLEMENTAL GENERAL CONDITIONS. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-07 FAILURE TO COMPLETE ON TIME. For each Calendar Day, as specified in the Contract, that any Work remains uncompleted after the Contract Time (including all extensions and adjustments as provided in the subsection 80-06 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the Contract as liquidated damages will be deducted from any money due or to become due the Contractor or his/her 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 his/her Contract.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-08 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her 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 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 prosecution 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 him 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 Engineer consider the Contractor in default of the contract for any reason hereinbefore, he 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 Engineer 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 prosecution 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 Engineer 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.

80-09 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 Contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

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 Engineer.

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

80-10 TERMINATION FOR CONVENIENCE. At any time after the acceptance of this Contract, the Owner shall have the absolute right to terminate the entire Contract or any part thereof for any reason whatsoever.

80-11 ACTIONS UPON TERMINATION FOR NATIONAL EMERGENCY OR CONVENIENCE. Upon receipt of such notice of termination, the Contractor shall:

1. Stop the performance of the Work.
2. Take any other action toward termination of the Work which the Engineer direct, including, but not limited to:

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- Stabilization of the unfinished site to meet the conditions of the erosion and sediment control permit and at the direction of the Department of Environment and Natural Resources.
 - Maintain the necessary traffic control devices until all potential hazards due to unfinished construction activities have been removed and/or to the satisfaction of the Engineer. Traffic control devices that are determined by the Engineer to remain shall become the property of the Owner.
 - Complete any Contract Item as directed by the Engineer that if left uncompleted may result in a safety hazard. This Work shall be completed at the unit price of the Contract Item.
 - Delivery of all paid stored materials stored off site and material stored on site to a location directed by the Engineer.
 - Removal of all temporary facilities.
 - Provide any necessary items of Work to secure the site from public access as directed by the Engineer.

Upon termination the Engineer will have no liability to the Contractor for any cause whatsoever arising out of or in connection with such termination, with the exception of those payments due under Section 80-14.

80-12 PAYMENT FOR TERMINATION FOR NATIONAL EMERGENCY OR CONVENIENCE. When the Contract, or any portion thereof, is terminated before completion of all Contract Items, 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.

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 Engineer, 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 Engineer.

If the sum of all previous payment and credits made by the Engineer exceeds the sum payable due to the Contractor, such excess shall be refunded by the Contractor to the Engineer immediately upon the determination of such excess by the Engineer.

If the Contract is terminated for national emergency, no claims for loss of anticipated profit shall be considered.

If the Contract is terminated for convenience, the Contractor shall be paid a sum as profit determined taking the amount of profit the Contractor would have received upon completing this Contract, multiplied by a fraction, the numerator of which is the value of the Work completed as of the date of receipt of the notice of termination and the denominator of which is the Contract Sum. Termination of the Contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed Work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the Work performed. The Engineer and the Owner shall be given full access to all books, cost records, correspondence and papers of the Contractor relating to the Contract in order to determine amounts to be paid the Contractor due to any termination of the contract.

80-13 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or AOA shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of [] feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 400 feet of the centerline of an active runway at any time.

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 Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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 sq ft (0.8 square meter) 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 Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. 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.

In computing volumes of excavation, the average end area method or other acceptable methods will be used. 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 in.

The term “ton” will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. 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 Engineer directs, and each truck shall bear a plainly legible identification mark.

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 to the Engineer, 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.

When requested by the Contractor and approved by the Engineer 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 Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60 °F (15 °C) or will be corrected to the volume at 60 °F (15 °C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

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 bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the Work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

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.

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.

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 by the Engineer in connection with force account work will be measured as agreed in the change order authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

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 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.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector 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 one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector 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.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

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.

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 Engineer. 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 prosecution thereof, subject to the provisions of the subsection 70-17 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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 Documents.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of Work vary from the quantities in the Bid, the Contractor shall accept as payment in full, so far as Contract Items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 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 his/her unbalanced allocation of overhead and profit among the Contract Items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer 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 Engineer 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 Engineer’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 Engineer’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 Engineer’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 AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based

on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

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 Engineer, of the value of the work performed and materials complete and in place in accordance with the Contract Documents. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than seven (7) days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (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. Additionally, the Contractor shall pay the satisfactorily completed portions of subcontractors' invoices no later than sixty (60) calendar days of the date of subcontractor's complete and accurate invoice, independent of any payment by the Owner to the Contractor.

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 until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor

exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95 percent of the work has been completed, the Engineer 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, except when such excess quantities have been determined by the Engineer 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 the subsection 90-08 titled ACCEPTANCE AND FINAL PAYMENT of this section.

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 Documents and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so 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 his/her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

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.

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

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor’s option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 titled 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.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the Work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of Work actually performed. The Contractor shall approve the Engineer’s final estimate or advise the Engineer of his/her 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. The Contractor and the Engineer 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 Engineer’s final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer’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 5 – CLAIMS FOR ADJUSTMENTS AND DISPUTES – SUPPLEMENTAL GENERAL CONDITIONS.

After the Contractor has approved, or approved under protest, the Engineer’s final estimate, 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 5 – CLAIMS FOR ADJUSTMENTS OR DISPUTES – SUPPLEMENTAL GENERAL CONDITIONS, 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. 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.
- 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:
 - (1) The Contractor’s failure to conform to Contract requirements; or
 - (2) 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 thirty (30) 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 PROJECT CLOSEOUT. 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 Engineer 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 subsection 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.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Return all security badges to Owner.

END OF SECTION 90

SECTION 100 – CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the Specifications requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to the Contract Documents, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed Work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of Work required by the Specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable Specifications and Plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least thirty (30) calendar days before the issuance of the Notice to Proceed. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- (1). Quality control organization
- (2). Project progress schedule
- (3). Submittals schedule

- (4). Inspection requirements
- (5). Quality control testing plan
- (6). Documentation of quality control activities
- (7). Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this Contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the Contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or

higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.

(2) Performance of all quality control tests as required by the technical specifications and Section 100-07. Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. Except as may otherwise be required pursuant to Section 101, Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the Contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice 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.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with Contract requirements until completion of the particular feature of Work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in

proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the Specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the Specifications. The testing plan shall include the minimum tests and test frequencies required by each Specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or AASHTO test number, as applicable)
- e. Test frequency (for example, as required by Specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Specification item number and description;

- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and Specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the Specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of Work contained in the Specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the Specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable Specifications and Plans. In addition, all items of materials, equipment and Work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the Work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the Contract, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

- (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 101 – PROJECT CONTROLS REQUIREMENTS

101-01 DEFINITIONS

- Activity: A component of work to be accomplished in a set period of time to achieve the overall project goals.
- Circular Logic: Schedule network path that loops back to reconnect and traverse a second time onto a number of activities that are already logically connected.
- 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. $CPI = EV/AC$.
- 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. $CV = EV-AC$.
- Critical Path: The sequence of schedule activities that determines the longest path of activities and the duration of the project. The critical path is defined as a sequence of activities that must be completed “on time” to ensure the project is finished by the scheduled completion date. In the absence of a schedule modification, delaying an activity on the Critical Path will delay the completion date of the project.
- Data Date: The date the schedule was last updated, or the status was revised with actual work performed. Project schedules are updated on a regular periodic basis during the project once the baseline schedule is accepted.
- 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)
- Four (4) Week Look-Ahead Plan: Shall mean a detailed 4-week look-ahead schedule to include the current week and the three (3) following weeks of activities taken from the Project Schedule (Level III). 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.
- 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.
- Interim Schedule Milestones: Interim Schedule Milestones divide the primary goal(s) into smaller, more manageable goals to mark the start or finish of a phase of work. Interim Milestones identify and include all of the activities and interim steps needed to complete the project. Interim Schedule Milestones allow the Owner to view the project’s potential impacts or successes based on the Contractor’s ability to meet the Interim Milestones.

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- Key Contractor Schedule Milestone: A significant point on the project schedule that marks the start or finish of a major phase of work. Milestones are typically used to mark the start/end of a phase, a decision point, or the completion of a deliverable.
 - Open-Ended Activity: Any activity that is not logically linked to a preceding or succeeding task-dependent activity.
 - Out of Sequence Activities: Any activity that is in progress or has been completed before one or more of its predecessors.
 - 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).
 - Project Baseline Schedule (level I): Schedule view showing the key Owner Schedule Milestones, Key Contractor Schedule Milestones, and summary activities to complete the project.
 - Project Baseline Schedule (level II): Schedule view that should include more detailed activities than the Level I Schedule leading to the project completion and all Interim Schedule Milestones. The Level II Schedule depicts the overall project broken down into its major components by area and is used for higher-level management reporting. The Level II Schedule is a summarization of the Level III Schedule which is the full project schedule.
 - Project Baseline Schedule / Progress Schedule (Level III): Schedule view that is 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.
 - 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.
 - Recovery Schedule: A schedule developed by the Contractor at the direction of the Owner when Critical Path activities set forth in the Baseline Schedule or Key Contractor Milestones (including Major and Interim Milestones), are forecast to be delayed by 30 or more calendar days.
 - 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.
 - Schedule Adherence (SA): A comparison of planned to actual activities starts and finishes for the month that evaluates the efficiency of the schedule.
 - 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. $SPI = EV/PV$.
 - 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. $SV = EV-PV$.

- **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.
- **Smart Activity ID:** Activity ID that has built-in intelligence using alpha-numeric characters as part of the activity ID.
- **Total Float:** The amount of time a scheduled activity or event may be delayed without delaying the overall completion of the project.
- **Work Breakdown Structure (WBS):** The Work Breakdown Structure (WBS) is a tiered breakdown that defines the total scope of work to be performed by the Contractor to achieve the overall project objectives and establishes the required project deliverables.

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 Report are available through e-Builder.

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/bulletins, detailed construction progress for the current month, forecasted construction activities for the next month, project financial information, various schedule layouts (4-week lookahead, critical path, and summary schedule), weather tracking log, quality summary & non-conformance log, and summary of CBI/MWSBE tracking. Templates of the Monthly Progress Reports are available through e-Builder.

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. A sample of the risk register is available through e-Builder.

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. Contractor shall provide the environmental report to the Owner on a monthly basis throughout the project.

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. Contractor shall provide their staffing plan within 30 days of Notice of Contract Award.

101-03 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.

101-04 PROGRESS MEETINGS. Contractor shall chair and lead 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 may 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 Agreement by any Party. No implication whatsoever shall be drawn as consequence of 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 status meetings and schedule review. The weekly progress meetings shall be referred to as the 4 Week Look-Ahead Plan and schedule review. The 4 Week Look-Ahead Plan and 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.

101-05 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, and meet the completion date of any Interim Schedule Milestones identified in the Contract. All activities in the CPM 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 CPM Schedule should be organized by a Work Breakdown Structure (WBS) and Contractor shall provide Owner with the WBS information. The Work Breakdown Structure (WBS) is a tiered breakdown that 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 CPM Schedule shall contain no negative lags in the schedule. Contractor shall revise their logic and include these logic revisions in their monthly schedule narrative. The contractor shall include the reasons for all logic revisions and explanations of all delays in their monthly schedule narrative.

The CPM Schedule must include activities for shop drawing preparations, submittals, and submittal reviews by the Architect/Engineer. The duration of the submittal reviews by the Architect/Engineer should be a minimum of 20 working 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 CPM 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 CPM 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 Project Baseline Level I 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 Level I Schedule will include the Key Contractor Schedule Milestone and Owner Milestones accepted by the Owner with a summary of Contractor's proposed sequence for the Scope of Work. The Level I 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 of the Level III schedule with the Owner to establish the Project Baseline Schedule. Once the Project Baseline Level III schedule is accepted, Contractor shall submit monthly updates of the Level III schedule to the Owner for review. The Level III Schedule update package shall include: the Level III Schedule (XER & PDF), schedule narrative and schedule layouts (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 Level III 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.

101-06 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.

101-07 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 Project 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 Project 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 Project 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.

101-07 CONTRACTOR'S FINANCIAL INFORMATION REQUIREMENTS

Schedule of Values. Contractor shall provide a schedule of values within 30 calendar days of the Contract Award. 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. Contractor shall provide a cash flow plan within 30 calendar days of the Contract Award. 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. Cash flow plan templates are available through e-Builder.

Change Order Log. Contractor shall provide a change order log on a weekly basis during the life of the project. 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.

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Project Controls Deliverable Matrix

PROJECT CONTROL'S DELIVERABLE MATRIX			
Description	Issued for Approval	Owner Acceptance	Update / Distribution
General			
Contractor Staffing Plan of General Conditions - Includes planned, actual, & forecast of total scope	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(1) Monthly
Contractor Daily Construction Report	First Week on Site	First Week on Site	Daily
Safety Statistics Report	First Week on Site	First Week on Site	(1) & (2) Weekly / Monthly
Environmental Statistics Report	First Week on Site	First Week on Site	(1) & (2) Weekly / Monthly
QA/QC Non-Conformance Report & Log	First Week on Site	First Week on Site	(1) & (2) Weekly / Monthly
Status of Deliverable Reports	First Week on Site	First Week on Site	(2) Weekly
Other Reports reasonably requested by	As Requested	As Requested	As Requested
Progress Reporting			
Monthly Progress Status Report	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	Monthly - 10 calendar days after month end
Project Controls Management Plan	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	7 Days after approved change
Summary Schedule (Level I) - PDF Print Out	With the Contract Exhibit and 30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(1) Monthly
Project Baseline Schedule (Level III) XER File & PDF Print Out	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	Until Baseline Schedule is Accepted/As Necessary for Revisions
Project Monthly Schedule Updates (Level III) Primavera P6 XER file and PDF Print Out.	60 Days after Effective Date of Contract	2 weeks after Issued for Approval	Monthly
-> Updated monthly schedule once baseline is accepted). Provide XER & Schedule Narrative.	Once Baseline Schedule is Accepted (End of Month)	2 weeks after Issued for Approval	Monthly
Project Baseline Schedule Acceptance Form (sample included in Exhibit 2)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	7 Days after approved change
Project Schedule Narrative Outline (Exhibit 5)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	7 Days after approved change
Summary of Weather-Related Delays (showing BL, previous update, and current update)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(1) Monthly
4 Week Lookahead Schedule (Activity ID, Description, Float, Start Date, Finish Date, Baseline Variance) PDF. Updated weekly with for OAC meeting.	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(2) Weekly
Schedule Change Log (Sample included in Exhibit 3)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(1) & (2) Weekly / Monthly
Schedule Adherence Report (Sample included in Exhibit 4)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	Monthly
Procurement Status Report (shall identify contractors furnished materials and equipment, including equipment procurement schedule, material management reports, schedule of submittals -Designer Alert & etc.)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(2) Weekly
Financial			
Change Order Log	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	(1) & (2) Weekly / Monthly
Cash Flow Plan	30 Days after Effective Date of Contract	N/A	25th of each month
Contract Schedule of Values (SOV) - loading table	30 Days after Effective Date of Contract		per contract
Invoice (submittal based on contract) - shall include month to date, year to date, and project to date charges including spend and remaining spend)	On or before the tenth (10) working day		per contract
Time and Material Detail Cost Report (if applicable)	As Required	As Required	As Required
Risk Assessment, Analysis and Mitigation (including Risk Register & etc.)	30 Days after Effective Date of Contract	2 weeks after Issued for Approval	Monthly
(1) - Items included in Monthly Status Report _ 7 calendar days after month end date			
(2) - Items included in weekly Project Controls Report (coordinate with onsite CM)			

101-08 CPM SCHEDULE REQUIREMENTS

In addition to the general requirements contained in Section 101-05 of the General Conditions, the Project Progress Schedule shall be a part of the Project Control Requirements. The Project Progress Schedule for this project shall meet the requirements specified below.

The Progress 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 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 Notice of Award, Contractor shall submit a proposed CPM Schedule 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 CPM Schedule for the Project Managers review. No payments will be processed for the Project prior to submittal and approval of a complete Baseline CPM Schedule. Acceptance of the CPM Schedule by the Owner does not revise the Contract Documents. All subsequent CPM Schedule updates will be measured against the accepted Baseline CPM Schedule.

B. GENERAL SCHEDULE REQUIREMENTS:

Baseline CPM Schedules and CPM 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 working 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) Milestone activities achieved by dates prescribed in the Contract.
 - k) Intermediate Milestone Completion dates, Identified Interdependent Milestones, Owner Milestones such as completion of temporary facilities.
 - 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.

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- o) Temporary Certificate of Occupancy
 - p) Substantial Completion Date
 - q) Final Certificate of Occupancy
 - r) Punchlist & Closeout
 - s) 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) Total Float Sort Layout – Submit a layout consisting of all activities grouped by total float and sorted by early finish date. All float belongs to the Project and is a shared commodity between the Contractor and CLT and is not for the exclusive use or benefit of either party.
 - d) Four (4) Week Look Ahead 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.
 - e) Activity ID Sort Layout – Submit a listing of all activities included in the CPM Schedule sorted by ascending Activity Identification Number.

- f) Scheduling Statistics Report – Submit the TXT file generated by the “Log to File” option when calculating the schedule. This file should include the total number activities, “Not Started” activities, “In Progress” activities, “Completed” activities, constrained activities, critical activities, a list of activities without predecessors, a list of activities without successors and a list of “Out-of-Sequence” activities. “Out-of-Sequence” activities’ logic must be resolved prior to submittal in order for the Engineer to accurately determine the as-built critical path.
 - g) Schedule Adherence (SA) - Submit the results of the planned starts and planned finishes for the previous month divided by the actual starts and actual finishes for the previous month. Schedule Adherence is a comparison of planned starts and finishes vs. actual starts and finishes for the month. The plan is to run a "baseline" of work for next month. Track the work started and finished during the next month. The schedule adherence evaluates the efficiency of the schedule, simply did you perform the work you said you were going to perform for the month.
- (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 8.0 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 established completion dates will occur fifteen (15) or more 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.

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

SECTION 105 – MOBILIZATION

105-1 Description. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the Project site for work on the Project except as provided in the Contract as separate pay items.

105-1.1 Posted notices. Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the Contractor and by all employees of subcontractors engaged by the Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-2 Basis of measurement and payment. Based upon the Contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.

END OF SECTION 105

SECTION 110 – Intentionally Deleted

C. SUPPLEMENTAL GENERAL CONDITIONS

1. Guarantee

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

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 bench marks and other dependable markers required for construction. Establish bench marks 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 bench marks. 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 bench marks 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 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.

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- 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. All Claims for compensation for additional work and/or time extensions 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 Claim exceeds or falls outside of the Contract;
 - iii. A detailed description of all costs associated with Claim;
 - iv. A detailed description of all requested time extensions associated with the Claim including, if possible, a revised Project Schedule incorporating the requested time extension; and
 - v. Supporting documentation to substantiate the Claim, including schedules, graphs, charts, photographs and any other pertinent documentation or information.
- B. All Claims shall 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. Failure by Contractor to present the Claim within the specified time period and in the manner described in Paragraph A above shall constitute a waiver of the Claim by Contractor.
- C. During its review of the Claim, the Owner may request such further information, documentation, and details as may be reasonably required to determine the facts, contentions, and validity of the Claim. It will be the responsibility of the Contractor to furnish, when requested by the Owner, the above 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 written Claim required by this Section is in addition to any other notice as may be required by other provisions of this Contract.
- D. From the time the Owner receives each Claim in writing, accompanied by complete supporting documentation as required by this Section, the Owner shall have a reasonable time, in no case more than thirty (30) days, to investigate, review, and evaluate such Claim. The reasonable time for the Owner review shall be tolled by any good faith request for further information from the Contractor. When the Owner has completed its investigation, review, and evaluation, it will notify the Contractor in writing of whether the Claim was found to have merit and of any relief to which it has found the Contractor to be entitled. A failure by the Owner to respond within the thirty (30) day response period shall be deemed a denial of the Claim.
- E. Submittal of Claims within the time and in the form stipulated herein shall be a condition precedent to the Contractor's right to any compensation, time extension or other relief based thereon, and the Contractor's failure to submit any Claim as so stipulated shall waive any relief that might otherwise be due with respect to such Claim.

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- F. The Contractor promises and agrees that the Contractor will not institute any action at law, suit in equity, or other legal proceeding against the Owner, arising in any manner whatsoever out of or in connection with the Contract or the performance or breach, or alleged breach, hereof, or the warranty hereunder, unless and until the Contractor has first submitted a Claim in the manner described herein and requested and received the Owner's final determination with respect to the subject matter of such action, suit, or other proceeding as provided above. The Contractor further promises and agrees that no action at law, suit in equity, or other legal proceeding arising as aforesaid shall be brought more than one (1) year after the Contractor has received the Owner's final determination with respect to the subject matter thereof. Failure to commence any action, suit, or other proceeding within the appropriate time stipulated above will constitute a waiver of any and all damages or other relief that may be due in respect thereof.
- G. Neither the submittal of a Claim hereunder nor the fact that any such Claim or Claims is or are pending shall excuse the Contractor from the full and timely performance of all obligations under the Contract. The Contractor shall continue such performance, unless otherwise instructed by the Owner, notwithstanding any dispute that may arise concerning the compensation due the Contractor or either party's performance of or failure to perform any obligation under the Contract. The Contractor waives any right to cancel the Contract or to suspend or discontinue work that may arise out of any breach, alleged breach, or other act, conduct, or omission by the Owner.
- H. 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 5 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. Commercial Non-Discrimination Policy

As a condition of entering into this agreement, the Contractor represents and warrants that it will fully comply with the Owner’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. As part of such compliance, the Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with an Owner contract or contract solicitation process, nor shall the Contractor retaliate against any person or entity for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on Owner contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in Owner contracts or other sanctions.

As a condition of entering into this Contract, the Contractor agrees to:

(1) Promptly provide to the Owner all information and documentation that may be requested by the Owner from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and

(2) If requested, provide to the Owner within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used on Owner contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the Owner pursuant to the Owner's commercial non-discrimination policy as set forth in section 2, article V of the City Code, to provide any documents relevant to such investigation that are requested by the Owner, and to be bound by the award of any arbitration conducted under such policy. The Contractor understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in Contract termination, disqualification of the Contractor from participating in Owner contracts and other sanctions.

11. Compliance with E-Verify

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

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.

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- A. Airport operations take precedence over all other operations when on the **Airport Operations Area (AOA)**. To assure the safe operation of aircraft, safety of passengers and employees, the Contractor may be asked to work other than normal working hours to minimize impact to daily operations. This shall be anticipated whenever construction occurs on the AOA, unless construction fencing and barricades surround the project. The Contractor shall take this into consideration, and no additional costs will be borne by the Owner for this constraint.
 - B. Some work will be within the AOA and will take place adjacent to moving vehicles. Contractor shall give way to all air traffic. All vehicles and equipment shall remain inside the Contractor's work area.
 - C. The Contractor shall be responsible for repairs to any paved or unpaved areas within the AOA that are damaged by the Contractor's construction operations.
 - D. The Owner reserves the right to suspend any or all Contractor construction for periods of time as may be required for aircraft operations or weather emergencies.
 - E. All Work to be performed in the AOA must be accomplished under FAA, TSA and Airport rules, regulations and restrictions.
 - F. Contractor shall be responsible for maintaining continuity of lighting on operational runways, taxiways or aprons, even if this requires temporary wiring to be installed by the Contractor as part of the Work.
 - G. No smoking is permitted on the AOA. No open flame without specific Owner approval will be allowed on the Airport.
 - H. The Contractor is responsible for installing safety fencing to contain Contractor's work operations when on the AOA. A four-foot high, orange fabric fence will be acceptable for this purpose. All temporary work areas within the AOA shall be properly barricaded and weighted so as not to be moved about in a high wind. If barricades cross all or a portion of apron, taxiway or runway, barricades shall be spaced at ten (10) foot centers and have flashing yellow lights for nighttime visibility. Contractor is responsible for all other necessary barricading to protect persons and property.
 - I. The Contractor may be required to perform Work during nighttime hours, requiring adequate lighting. The Owner prior to installation shall approve lights in an effort to prevent impact to air traffic operations.
 - J. Within a construction area, the Contractor shall make certain there is never any accumulation of spoil or debris which might be moved outside the fenced area by wind or jet blast from aircraft. The Contractor shall maintain the area in this condition on a continuous basis and shall leave the entire work area clean at the end of each work shift.
 - K. Contractor's work cranes will be allowed in the Contractor's work area, only as approved by the Owner. The Contractor shall comply with FAA Advisory Circular AC 70/7460-1 by providing necessary crane information to the Owner in advance of crane arrival and erection. The Owner will then submit Form 7460-1 for FAA approval.
 - 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

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

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

- B. Construction activity in the vicinity of the FAA navigational aids (i.e., ILS, VOR, ASR, ATCT) requires special consideration and poses potential constraints. Prospective bidders shall be alerted to this fact by the incorporating language requiring close coordination with the local Airway Facilities Sector and Airport staff as a condition of bid.
- C. Additional Safety Requirements. The Contractor will adhere to the following requirements when working in close proximity to aircraft:
1. Brief each equipment and vehicle operator to thoroughly acquaint him with the absolute necessity of exercising discretion, care and proper judgment while in the vicinity of aircraft operations.
 2. Assist the Owner and Airport security in monitoring the conduct of each operator.
 3. Require all operators to maintain a safe and reasonable speed and to utilize equipment strictly in accordance with prevailing weather conditions.
 4. At the direction of the Owner, dismiss from the Project any person operating unauthorized vehicles or equipment in an unauthorized area, or operating vehicles or equipment in a reckless and unreasonable manner.
 5. The Contractor shall not allow trash or debris to accumulate in his work or operations area. Extreme caution will be taken to keep all trash and debris from taxiways, runways, and ramp areas.
 6. The Contractor shall not allow his vehicles or equipment to be operated within 180 feet of the centerline of an active taxiway or within 250 feet of the centerline of an active runway, unless they are using a designated haul route in accordance with Contract Documents, and have the express consent of the Owner.
 7. Immediately cease and remove his operations from any operations or work area at any time he is instructed to do so by the Owner or the FAA. These instructions will be issued by radio or other

means, if appropriate. The Contractor shall not return operations to the area until he has received permission to do so from the Owner.

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

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

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

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 0.10 inch liquid measure. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- iii. Standard Baseline (based upon precipitation in excess of 0.10 inch liquid measure) established for this contract is as follows:

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

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

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- i. At a rate no greater than one (1) make-up day for each day of precipitation beyond the Standard Baseline that total 0.10 inch or more, liquid measure, if no substantial work is possible, unless specifically recommended otherwise by the Owner.
 - ii. Owner will consider a request for a Weather Delay Day attributable to abnormal weather conditions other than precipitation (temperature, wind, “dry-out” or mud conditions) on a case-by-case basis. Such requests must be submitted to Owner in writing and must be fully documented with the cause and effect of the abnormal weather condition on critical path activities. Failure to properly document request for an extension of Contract Time due to abnormal weather conditions may result in the Owner denying such request.
- D. The Contractor will compile monthly weather data from the Local National Weather Station, which shall be used to substantiate Contractor’s requests for Weather Delay Days.
- 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 an itemized list of; days impacted by weather, scheduled activity that was impacted, the impact which caused the delay (temperature, mud, snow, etc.) and any supporting documentation.

16. OVERHEAD AND PROFIT

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

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

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

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

Throughout the term of this Contract, the Contractor and any of its subcontractors will comply with the insurance requirements described in this section. The Contractor shall also provide any other insurance specifically recommended in writing by the Owner. In the event that the Contractor fails to maintain required insurance, the Owner shall be entitled to terminate or suspend the Contract immediately. The Contractor agrees to purchase and maintain the following insurance coverage during the life of the Contract:

- A. Commercial General Liability Insurance. Contractor shall maintain in force during the term of this Contract 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. Contractor shall maintain in force during the term of this Contract liability insurance covering the operations of Contractors' owned, non-owned and hired automobiles and other ground vehicles at the Airport, for limits satisfactory to Owner but not less than One Million Dollars (\$1,000,000) bodily injury and property damage each occurrence, unless the Project is on the Air Operations Area, in which case the minimum coverage is Five Million Dollars (\$5,000,000). The policy shall be occurrence-based and name the Owner as an additional insured.
- C. Worker's Compensation and Employer's Liability Insurance. Contractor shall maintain worker's compensation and employer's liability insurance in the amounts and form required by the laws of the State of North Carolina.

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

The Contractor shall not commence any work in connection with the resulting Contract until it has obtained all of the types of insurance set forth in this section and furnished the Owner with proof of insurance coverage by certificates of insurance accompanying the Contract. The Contractor shall be responsible for notifying the Owner of

any material changes (including renewals) to or cancellation of the insurance coverages required above. The Contractor must give notice in writing to the Owner within 48 hours of the changes.

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

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

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

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

E. FEDERAL REQUIREMENTS

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) 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.

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

The following federal contract provisions apply to ALL construction contracts funded in whole or in part by AIP grant funds:

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) 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 can be found in the “BID FORM AND SUPPLEMENTS” section of these Bid Documents.

SEE ABOVE FOR INSTRUCTIONS AND FORM BUY AMERICAN CERTIFICATION.

3. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4. CIVIL RIGHTS – TITLE VI ASSURANCES

A. Title VI Solicitation Notice

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination 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 Acts, Regulations, 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 Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation— Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

5. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 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.

Race/Gender Neutral - The requirements of 49 CFR part 26 apply to this contract. It is the policy of Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

6. ENERGY CONSERVATION REQUIREMENTS

The Contractor and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9. TRADE RESTRICTION

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

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

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

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

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

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

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

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

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

10. SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this Contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

13. VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

The following federal contract provisions apply only to construction contracts funded in whole or in part by AIP grant funds THAT EXCEED \$2,000:

1. COPELAND ANTI-KICKBACK ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

2. DAVIS BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The 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; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work.

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FAA. 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 FAA 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 FAA, 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 § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention

fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

-
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

STATE OF: _____ COUNTY OF: _____

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

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release and Waiver of Claim is made concerning the construction of the following project:

Project Name:

Project No.:

3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project;
5. Notwithstanding the foregoing, if the City of Charlotte or property of the City of Charlotte is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the City of Charlotte harmless for any amount which the City of Charlotte is required to pay to discharge such lien or settle such claim and further will pay the City of Charlotte's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature arising out of the above project against the City of Charlotte, its officers, employees and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the City of Charlotte arising in any manner from the construction of the above-described project.

(Contractors Signature)

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

Signature of Notary _____

of _____ County

State of _____

My Commission _____

G. STATE/COUNTY SALES/USE TAX STATEMENT

PROJECT: _____

CONTRACTOR/ SUBCONTRACTOR: _____

PERIOD COVERED: _____ PAGE: _____ of _____

Invoice No.	Invoice Date	Vendor's Name	City Vendor No.	Amount Before Taxes	NC Tax	County Tax	Total Invoice Amount	County Paid
Subtotal (Page 1)				\$	\$	\$	\$	
Plus total cost of material withdrawn from our warehouse stock								
Grand Total				\$	\$	\$	\$	

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

Signed: _____

Subscribed and sworn to before me this _____ day of _____ 201__
 Signature of Notary Public _____
 of _____ County
 State of _____
 My Commission Expires: _____

H. 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".

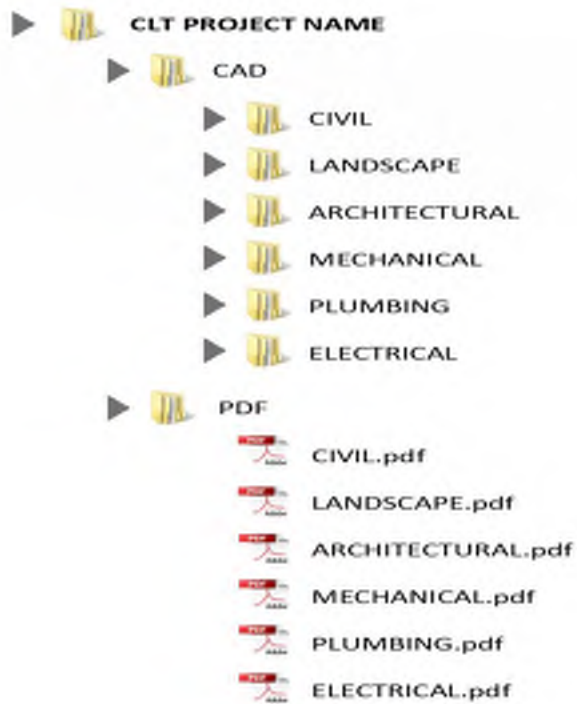
NOTE: THIS FORM CHANGE ORDER IS PROVIDED FOR REFERENCE PURPOSES ONLY. THE OWNER RESERVES THE RIGHT TO MODIFY THE CHANGE ORDER FORMAT AS NECESSARY. UNLESS OTHERWISE INSTRUCTED BY OWNER, CONTRACTOR IS REQUIRED TO PROCESS ALL CHANGE ORDERS THROUGH E-BUILDER.

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

- Digital files shall be provided in AutoCAD R2013 format or newer.
- The Airport is to be given the most current digital version of any project drawing (contract documents or record drawings) including revisions and addenda. At any time during the design process the Airport may request project files (or portions thereof) for internal use.
- The Airport’s layering convention is preferred and is to be used for all drawings. Copies of this convention will be provided upon request. If other layering conventions are used a copy of the layering standards with a description/definition of all layers used shall be provided to the Airport.
- All ModelSpace entities are to be oriented according to NC SPCS (NAD83; N-E US foot). ModelSpace entities with an explicit elevation (e.g. topographic contour lines) shall have the corresponding Z coordinate. ModelSpace entities are not to be cut, trimmed, moved, scaled or rotated for plotting or for any other purpose.
- All plotted sheets shall be plotted using PaperSpace. All entities associated only with the plotted sheet shall be in PaperSpace. This includes title blocks, sheet borders, legends, general notes, north arrows, vicinity maps, professional certifications and seals, graphic scales, page break lines, and company logos. The Airport’s project name and number shall be clearly displayed on each sheet along with the file name. Text in ModelSpace is acceptable only where it is associated with an adjacent entity (e.g. street name near the street, sewer line sizes near the sewer line, metes and bounds, stationing text). Dimensions and hatching are not to be exploded.
- External referencing of data is mandatory where reduction of drawing size is possible. If used, referenced files such as external references (XREFs), and images shall be provided as referenced in host drawing file either as separate .dwg files or inserted into the host drawing as a block. XREF’s shall not be on layer ‘0.’
- Special fonts (any font not provided w/ AutoCad 2013) shall be provided with drawings. Only standard AutoCad linetypes and hatch patterns shall be used. Shapefiles should also be provided.
- The Airport shall be provided with all that is needed to reproduce hardcopies to their original form from the digital data. Plot supporting files such as PCP, PC2, PC3, CTB, and STB files shall be provided with drawing files.
- All unreferenced layers, blocks, styles, and linetypes shall be purged from drawings.
- Blocks shall be inserted on a layer indicative of the block or related entities (e.g., SS manhole block insert on SS layer). Blocks shall not be nested or placed on layer ‘0’.
- System variable settings:

Inbase 0.0, 0.0, 0.0	Visretain 1
Elevation 0.0	Linetype “Bylayer”
Thickness 0.0	Color “Bylayer”
UCS set to World Coordinate System	
- Direction for angle 0 degrees is East or three o'clock position with positive rotation being counter-clockwise.

- All polylines shall be 2D polylines except where variations in Z coordinate requires use of 3D polylines. All polylines shall have linetype setting of "ON" (intermittent linetypes generate without respect to number and proximity of vertices).
- All Contractors and Consultants shall provide digital files to the Airport with each formal submittal (i.e. 30%, 60% ...). The files should be on one disc or USB flash drive with all files using the following folder structure (DO NOT SEND INDIVIDUAL PDF FILES FOR EACH SHEET).



V. DISADVANTAGE BUSINESS ENTERPRISE 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:

Michele Torres, Business Diversity Programs Manager
Airport DBE Liaison Officer (DBELO)
P.O. Box 19066
Charlotte, NC 28219
Telephone: (704) 359-4362
Email: michele.torres@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 DBE Program is narrowly tailored in accordance with applicable law;*
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; and*
6. *To assist the development of firms that can compete successfully in the market place outside the DBE Program.*

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 examine 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/successful proposer. 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	Contractor shall provide a	Upon award of Contract, Form 6 should be included with each
Payment	payment affidavit	pay request submitted to the City. List ALL subcontractors (DBEs
Affidavit	showing payments made	and non-DBEs).
	to all subcontractors,	
	suppliers, manufacturers,	
	brokers, and members of	
	a joint venture in	
	connection with the	
	Contract (DBEs and non-	
	DBEs).	

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 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 the DBE Program, Section 26.53; and/or

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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.

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. 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

- A. The Airport has been secured to prevent unauthorized access into the Security Identification Display Area (SIDA). Contractor shall cooperate to the fullest extent with the Aviation Department to maintain the integrity of the SIDA.
- B. Construction Security Requirements. In order to comply with the Aviation Department's security requirements, the Contractor shall meet all training and operational requirements of Federal Air Regulation (FAR) Part 139 and Transportation Safety Regulation (TSR) 1542 as contained in the Code of Federal Regulations (CFR), and other rules, regulations and requirements as established by the Aviation Director. The Contractor shall keep informed as to current requirements, and shall remain current throughout the contract. Exact requirements may vary, but, in general, the requirements are as follows:
1. If a Contractor performs Work on the AOA, a Security Identification Display Area Badge must be obtained. The following steps must be followed:
 - a. The Contractor requesting badges at the Airport shall submit to the Airport Security Office a Compliance Agreement and Authorized Signature Letter on company letterhead a signature letter, listing those personnel authorized to sign requests for identification badges along with a sample of each signature. **The Contractor may not designate more than four signatories.** The signature on the badge request form certifies that the employer accepts responsibility for all badge holders they sponsor to include subcontractors and suppliers.
 - b. The badge application packet includes a list of disqualifying crimes. **Each applicant must review this list of disqualifying crimes.** In the ten (10) year period ending on the date of investigation or fingerprint check, if the individual was convicted (or found not guilty by reason of insanity) of any of these crimes, the applicant cannot be given unescorted access privileges.
 - c. Prior to the issuance of a SIDA Badge, each eligible applicant's fingerprints will be taken and transmitted electronically to the FBI for a criminal history records check. In addition, each person designated as an **authorized signatory** must be fingerprinted and have a criminal history records check conducted. Whenever fingerprinting is conducted for any one employee, another badged employee from the same company must be present as a witness. The Contractor shall submit a completed SIDA Badge Request form **for each of their employees, subcontractor's employees, and suppliers, to the Owner prior to fingerprinting of employees.**
 - d. The SIDA Badge package shall include the Authorization Letter and Notice of Upcoming Contract forms shall be submitted to the Owner as follows:

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

2. The Contractor shall mark each of his vehicles and his/her subcontractor's vehicles and pieces of equipment with a company name or logo on the sides of the vehicles and equipment. (For the purpose of this specification, a vehicle shall be defined as any device, including cars, trucks, buses or other conveyances, which is required to carry a state license tag. All other devices, which are primarily used in construction activities, will be classified as equipment). **No private vehicles are allowed on the AOA. All vehicles must be registered in a Company name and carry the necessary insurance as required herein.**
3. No person will be allowed to operate a vehicle in the active AOA unescorted without successfully completing the airport approved Driver Training Program. The Contractor will not be authorized driving privileges unless the work requires access into the active AOA and cannot be accomplished otherwise and then only with the approval of the Aviation Director.
4. The Contractor shall station a **badged** security guard at each access point into the SIDA shown on the plans at all times during which access is required by the Contractor. The security guard(s) shall be approved by the Aviation Director and shall have a company radio unit at the access point.
5. The Contractor shall allow only persons with the required identification badge issued by the Aviation Department passage into the SIDA through project access points. Should the Contractor wish to allow visitors, vendors, or delivery vehicles through project access points, he shall provide an escort for each person or vehicle. The Contractor will be subject to a fine of up to \$25,000 for any unauthorized entry that occurs at an access point while it is under his/her control.
6. All vehicles must display and use a rotating amber-colored beacon while operating within the AOA.
7. Any of the Contractor's employees, subcontractors, or suppliers who are within the SIDA must have an identification badge issued by the Aviation Department. In an effort to ensure this requirement is observed, the Contractor will be liable for an assessment of \$100 for each and every occurrence of any of his employees, subcontractors, or suppliers within the SIDA without said badge. This assessment will be deducted from monies owed the Contractor under this contract by the Owner.
8. If for any reason an identification badge is lost or stolen and must be replaced, the Contractor will be charged a fee of \$50, \$100 and \$150 for the first, second and third occurrence respectively for each replaced badge for any of his employees, subcontractors, or suppliers. Airport Operations must be notified immediately when a badge is lost or stolen. Also, if a badge is damaged and must be repaired or replaced, the Contractor must return the damaged badge in exchange for a new badge. There will be a charge of \$10.00 for this exchange.
9. Upon completion of the project, all identification badges obtained by the Contractor's employees, subcontractors, or suppliers must be returned to the Aviation Department. The Contractor will be assessed \$100.00 for each badge not returned. This assessment will be deducted from monies owed the Contractor under this contract at the time of final payment.
10. In the event a Contractor's badged employee sees another employee on the AOA with no visible badge and does not know the person (not part of his/her team or project member), **he/she must challenge the person** by asking the person to present his/her badge. If the unknown person is unable to present a badge, **it is the responsibility of the badged person to report** this to the Airport Operations staff. Airport Operations can be reached by calling 359-4012. If the badged person does not have access to some form of communication, then we ask that they report the

information to any badged person in the vicinity who may have access to a telephone or radio. It is everyone's responsibility to ensure the Airport remains safe and secure at all times. This is accomplished by challenging any individual with no visible identification.

B. AIRPORT BADGING REQUIREMENTS

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

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

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

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

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

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

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

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

C. CONSTRUCTION GATE SECURITY PROCEDURES

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

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

Contractor Responsibilities:

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

Gate Guard Mandatory Procedures:

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

VII. TECHNICAL SPECIFICATIONS

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

VIII. PLANS

Plans for this Project are deemed to be incorporated herein.