

Addendum No. 1
Charlotte Douglas International Airport
ITB No. AF018-008
Taxiway F Extension, Deicing Pad, and South Crossfield Taxiway and
Yorkmont Road Realignment Project – Package 1: Earthwork and Utilities
Dated: August 21, 2020

This Addendum is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original plans and specification shall remain in effect in their respective order. Acknowledge receipt of this addendum by initialing next to its number on the “Execution of Bid” page of your Bid.

Addendum No. 1 Includes the Following:

- Revised Section III. Bid Form and Supplements
 - Forms added to Part III of the ITB:
 - Certification Regarding Tax Deficiency and Felony Convictions
 - Certification Regarding Lobbying

PLEASE NOTE: 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
 - (6) Tax Deficiency and Felony Convictions
 - (7) Lobbying and Influencing Federal Employees
- Added Federal Contract Language
 - Language added to Section IV. Article E – Federal Requirements
 - Site Visit Information, Maps, and Directions
 - Plan Holders List (as of 8.20.2020)
 - Virtual Sign-In Sheet from Pre-Bid Meeting
 - Questions and Answers
 - PowerPoint Slides from Pre-Bid Meeting (Attached separately in the eBidding portal)

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
Tax Deficiency and Felony Convictions
Lobbying and Influencing Federal Employees

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

E. TAX DELINQUENCY AND FELONY CONVICTIONS

Certification of Bidder/Offeror Regarding Tax Delinquency and Felony Convictions

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

Certifications

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

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

Note

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

Term Definitions

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

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

By: _____
Signature of Authorized Official

Title: _____

F. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____
Signature of Authorized Official

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

ADDED LANGUAGE TO SECTION IV. ARTICLE E – FEDERAL REQUIREMENTS

11. CERTIFICATION OF OFFERER/ BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

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

Note

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

Term Definitions

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

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

The following federal contract provisions apply to Construction contracts funded in whole or in part by AIP grant funds **THAT EXCEED \$3,500.**

1. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

The following federal contract provisions apply to construction contracts funded in whole or in part by AIP grant funds **THAT EXCEED \$10,000**:

1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 18.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally- assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41CFR 60 -4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount

of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Charlotte, Mecklenburg County, North Carolina.

2. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted:
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" Includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the contractor is participating (pursuant to 41 CFR 60 - 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor

7. during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability
8. of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
9. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor; where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department

- of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
10. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations { 18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
11. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

12. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
13. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
14. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
15. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41CFR 60 -4.8.
16. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
17. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its

- (b) control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (d) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

4. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

5. TERMINATION OF CONTRACT

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other

right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

The following federal contract provisions apply to construction contracts funded in whole or in part by AIP grant funds **THAT EXCEED \$25,000**:

DEBARMENT AND SUSPENSION

A. Certification Regarding Debarment and Suspension (Bidder or Offeror)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

The following federal contract provisions apply to construction contracts funded in whole or in part by AIP grant funds **THAT EXCEED \$100,000:**

1. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

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 any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

2. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- 4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 6) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The following federal contract provisions apply to construction contracts funded in whole or in part by AIP grant funds **THAT EXCEED \$150,000:**

1. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Contract on the part of the contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

2. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Taxiway F Extension, Deicing Pad, and South Crossfield Taxiway and Yorkmont Road Realignment Project – Package 1 Earthwork and Utilities

Site Visit Information:

Date: Wednesday, August 26th, 2020

Time: 1:30 – 3:30 PM EST

****Please Note: Site visit attendees must wear a face covering and follow physical distancing guidelines while on airport property.**

All CLT Airport employees are required to wear face coverings, follow physical distancing protocols, and adhere to CDC, local, and state guidelines while on airport property.

Contractors are welcome to visit identified locations at their convenience during the established time frame. CLT Staff will be present at each location to provide directions.

Contractors will be responsible for travel to each location.



Map Locations

- 1: American Airlines Heavy Maintenance Hangar
- 2: Hangar Road/Piney Top Dr/Yorkmont Road
- 3: ARFF Road
- 4: Proposed Detention Basin (Byrum Drive and Timberley Place)



To access locations 1 & 2, from West Blvd, head North on Yorkmont Road. In approximately 0.50 mile, turn left onto Hangar Road. Once on Hangar Road, Location 2 (Hangar Road/Piney Top Dr/Yorkmont Road) will be on your left. To access Location 1 (American Airlines Heavy Maintenance Hangar) take Hangar Road to the next intersection and turn left. This road will dead end into a parking lot.

Questions and Responses

Question: Will CAD files be available to aid in earthwork analysis for the project?

Answer: CAD files will be provided to the successful bidder.

Question: Can you post the pre-bid meeting PowerPoint to the solicitation documents?

Answer: Yes, a pdf of the presentation is included in Addendum #1.

Question: Will there be a bid item for Polyacrylamide (PAM)?

Answer: No separate payment will be made for the use of PAM. PAM may be used in order to accelerate site stabilization with Owner approval and would be incidental to the project.

Question: Is a special sediment control fence (1-CE 5.04) the same as a silt fence outlet (2-CF 5.02)?

Answer: Yes, they are similar in nature. Detail 1606.01 on 1-CE5.04 will be paid for under Item C-102-5.15. The use of Detail 2/2-CE5.02 is incidental to Detail 1/2-CE5.02.

Question: On the Bid Schedule and Basis of Payment, Erosion Control Matting Refers to NCDOT (1631.01) as North American Green S-75 Or Curlex. However, in the Plans, it notes C125 BN for the erosion control matting. Even with this discrepancy, neither of these items are used at this airport currently. The landscaping maintenance department opposes these materials due to issues with their mowers. Please specify which matting is preferred.

Answer: This question will be addressed in Addendum # 2.

Question: On page ITB-8, paragraph 3.1, it states ""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.asp>

The link above is a link to the DBE's that are approved by the city of Charlotte. We had already set up a DBE webinar based upon using the city's DBE list. During the pre-bid held on 8-19-2020, a PowerPoint slide show showed the DBE's would have to be approved by the NCDOT. It was also mentioned that this PowerPoint would not be available to bidders.

Please clarify whether to use NCDOT or the City or Charlotte to solicit for DBE's for this project.

Answer: The link included in the question is to access DBE Forms 3 and 5, not to access a list of DBE firms. The City does provide access to a list of DBE firms on the diversity compliance site, InclusionCLT, which is provided information from the NCDOT list. However, in order to ensure that you have the most up to date certified DBEs, we recommend that firms go directly to NCDOT to access the list of current DBE firms: <https://www.ebs.nc.gov/VendorDirectory/search.html?s=fn&a=new>

The City of Charlotte does not certify DBE firms. All DBE firms **MUST** be certified by NCDOT in order to count toward the DBE goal for this project.

Question: It was mentioned that alternate hauling methods would be considered for the low bidder. Please explain exactly how the hauling is supposed to be bid and what the procedure is for post bid evaluation.

Answer: Bidders should bid with hauling as indicated in the drawings. Alternate hauling may be considered through a value engineering exercise with the low bidder.

Question: Will the owner please consider a bid due date extension of at least 2 weeks? If we are able to review and understand the documents longer, we could offer the owner a more competitive price.

Answer: Bids will be due as published.

Question: It is understood that this current project is the first of three in order to complete the deicing pads. However, has the owner thoroughly reviewed the proposed schedule duration of 420 calendar days? 420 calendar days is a short period of time considering the phasing, restrictions, large embankment quantity and 3,200' of double 10x10 box culvert construction.

Answer: The contract duration will be reviewed and addressed in a later addendum.

Question: Are you planning to add a bid item for temporary mulching (102.2.6) or keep it as is with the temporary seeding without mulching?

Answer: This question will be addressed in Addendum #2.

Question: In the plans, it lists turf-type tall fescue and/or Blue Grass, which is quite different from our typical seed mixture used at this airport.

Answer: This question will be addressed in Addendum #2.

Question: Concerning the inlet protection, will you accept substitution for Flexstorm Catch it Filters?

Answer: The use of Flexstorm Catch-It Filters is required for inlet protection inside the TOFA per Specification 102-3.9. A substitution for the use of this product elsewhere on the project will not be considered at this time.

Question: Does the owner have any areas identified that will be able to accept waste offsite of the airport?

Answer: Only unsuitable materials will be taken off site and off Airport Property. Contractor is responsible for identifying locations to receive the materials.

Question: During the pre-bid on 8-19-20, it was mentioned approximately 15 drainage inlets were not to be topped out and the grates were to be let off. Could you please identify these structures by their respective structure numbers?

Answer: The inlets are identified in Detail 3 on Sheet 1-UD5.02.

Question: We kindly request to allow alternate pricing for The Hauling Portion of the borrow material from Sites 12 and 14 to the job site. Together with the alternate pricing, bidders shall submit a detail plan of its operation to allow the owner to choose the most cost efficient and feasible alternative.

As well, please provide the option to provide alternate pricing for abandonment of undercut and concrete disposal onsite. Bidders shall submit a detail plan of its operation to allow the owner to choose the most cost efficient and feasible alternative.

Answer: Bidders should bid with hauling as indicated in the drawings. Alternate hauling may be considered through a value engineering exercise with the low bidder.

Only unsuitable materials are to be removed from Airport Property. All other undercutting and materials may be used on site.

Question: On other words, the base price will be based in the haul route proposed in the plans. The alternates will be as per contractor proposed plan, for you to determine if it is feasible and move forward with the contractor and the feasible alternate you determine. The alternates cannot be scrutinized via this Q&A Portal because those might be proprietary means and methods of each contractor.

Answer: Bidders should bid with hauling as indicated in the drawings. Alternate hauling may be considered through a value engineering exercise with the low bidder.

Question: How can you order sheets?

Answer: Contractors are invited to download documents from eBuilder and send which sheets they want directly to a print house or print on their own.

Question: Do you know the price of a sheet to have printed?

Answer: Contractor will need to arrange for pricing with the print house they choose.

Question: What are the CBI Goals for the Taxiway F Project?

Answer: There is no CBI goal only a DBE goal of 18% as noted in the Project Manual.